



WEBSITE TERMS OF USE

Last Updated: April 2022

Acceptance of the Website Terms of Use.

These website terms and conditions of use for ambitiontheory.ca and ambitiontheory.com, constitute a legal agreement and are entered into by and between you and Ambition Theory, LLC (“**Ambition Theory**”, the “**Company**,” “**we**,” “**us**,” “**our**”). The following terms and conditions for use, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use, including any content, functionality, and services offered on or through ambitiontheory.ca and ambitiontheory.com (each individually and together, the “**Website**”).

BY USING THE WEBSITE OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF USE AND OUR PRIVACY POLICY www.ambitiontheory.com/privacy-policy, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

By using the Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

In addition, upon submitting an order to complete the purchase of an Ambition Theory product (“**Product**”), you hereby represent and agree that you have read and agree to these Terms of Use and the Company’s Terms and Conditions, and that you have full power and authority to agree to both.

Modifications to the Terms of Use and to the Website

We reserve the right in our sole discretion to revise and update these Terms of Use from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction sections below will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website. You agree to periodically review the Terms of Use in order to be aware of any such modifications and your continued use shall be your acceptance of these. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

The Website and the information and material on this Website may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is restricted to users or unavailable at any time or for any period.

Your Use of the Website and Account Set-Up and Security

Users are responsible for obtaining their own access to the Website and for the Website’s availability and performance. Users are required to ensure that all persons who access the Website through a user’s internet connection are aware of these Terms of Use and comply with them. Users are responsible for any security breaches or performance issues relating to accessing the Website.

The Website, including content or areas of the Website, may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

Your provision of registration information and any submissions you make to the Website through any functionality such as applications, chat rooms, e-mail, message boards, personal or interest group web pages, profiles, forums, bulletin boards and other such functions (collectively, “**Interactive Functions**”) constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy www.ambitiontheory.com/privacy-policy .

Any user name, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of



your user name or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

You are prohibited from attempting to circumvent and from violating the security of this Website including without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restrict disrupt or disable service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attack the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempt to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

You understand and agree that Ambition Theory products and services and the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Ambition Theory, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name and all related names, logos, product and service names, designs, images and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except:

- (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

Users are not permitted to modify copies of any materials from this site nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other intellectual property laws.

Further, you acknowledge and agree that the sale of any Ambition Theory products or services to you does not constitute the transfer of any intellectual property or industrial rights in and to those products and services. In particular, by purchasing the Ambition Theory's products or services, you do not have the right reverse engineer, copy, or reproduce the products or services. Ambition Theory is and will be the sole and exclusive owner of all intellectual property and industrial rights in and to each product and service made available on this Website, including, but not limited to, all related copyrights, patents, industrial designs, and trademarks.

Conditions of Use and User Submissions and Content Standards

As a condition of your access and use you agree that you may use the Website only for lawful purposes and in accordance with these Terms of Use.



The following content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, “submit”) to the Website, to other users or other persons (collectively, “User Submissions”) and any and all Interactive Functions. Any and all User Submissions must comply with all applicable federal, provincial, local, and international laws and regulations.

Without limiting the foregoing you warrant and agree that your use of the Website and any User Submissions shall not:

- (a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy www.ambitiontheory.com/privacy-policy.
- (b) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable.
- (c) Involve stalking, attempting to exploit any individual or harm minors in any way by exposing them to inappropriate content or otherwise nor ask for personal information.
- (d) Involve, provide or contribute any false, inaccurate or misleading information.
- (e) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the standards set out in these Terms of Use.
- (f) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- (g) Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, commercial activities or sales, including without limitation any “spam”, “junk mail”, “chain letter”, contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.
- (h) Include engaging in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- (i) Include causing annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.
- (j) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (k) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.
- (l) May otherwise, as determined by us, have a disruptive, destructive, or negative impact on Ambition Theory, other users of the Website, or any third party.

User Submissions

The Website may contain Interactive Functions allowing User Submissions on or through the Website.

None of the User Submissions you submit to the Website will be subject to any confidentiality by the Company. By providing any User Submission to the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions you declare and warrant that you own or have the necessary rights to submit the User Submissions. You represent and warrant that all User Submissions comply with applicable laws and the User Submissions and Site Content Standards set out in these Terms of Use.



You understand and agree that you, not the Company, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable including to any third party for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

Website Monitoring and Enforcement, Suspension and Termination

Company has the right, without provision of notice to:

- Remove or refuse to post on the Website any User Submissions for any or no reason in our sole discretion.
- At all times, to take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including without limitation, for violating the Website and User Submissions and Content Standards or Terms of Use.
- Take appropriate legal action, including without limitation, referral to law enforcement, regulatory authority or harmed party for any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Website or use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

DCMA NOTICE

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by the Company infringe upon your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information as required by 17 USC. § 512(c)(3)(A): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Indeed to locate the material on the site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send the Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent in writing to Ambition Theory Copyright Notice, [ADDRESS]. Be aware that there are penalties for false claims under the DMCA.

No Reliance

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to you or any third party, for the content or accuracy of any third party materials.



Privacy

Any user information and User Submissions will be deemed our property and your submissions and use of our site constitutes consent to the collection, use, reproduction, hosting, transmission and disclosure of any such user content submissions in compliance with our Privacy Policy www.ambitiontheory.com/privacy-policy, as we deem necessary for use of the Website and provision of services.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately.

Third Party Websites

For your convenience, this Website may provide links or pointers to third party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third party sites, and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third party sites.

Such links to third party sites from the Website, may include links to certain social media features that enable you to link or transmit on your own or using certain third-party websites, certain limited content from this Website. You may only use these features when they are provided by us and solely with respect to the content identified. Such features and links to third party sites are subject to any additional terms and conditions we provide with respect to such features.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Conditions of Use. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

Online Purchases

All orders, purchases or transactions for the sale of goods and/or services made using this Website are subject to the following terms and conditions of sale:

- (a) **Order and Compliance.** You agree that your order is an offer to buy, under these Terms of Use, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.
- (b) **Prices and Payment Terms.**
 - i. All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price advertised on this Website at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
 - ii. Payment must be received by us before our acceptance of an order. We accept payments by approved credit cards for all purchases. You represent and warrant that: (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.



- (c) Shipments: Delivery: Title and Risk of Loss. We will arrange for shipment of the products to you. You will pay all shipping and handling charges unless otherwise specified in the order confirmation. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- (d) Returns and Refunds. We will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within thirty (30) days of delivery with valid proof of purchase and provided such products are returned in their original condition. To return products, you must contact us at hello@ambitiontheory.ca, and will provide further instructions for the return of the product at that time.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment.

Refunds are processed within approximately seven (7) business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Website. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS WEBSITE AS NON-RETURNABLE.

- (e) Goods Not for Resale or Export. You represent and warrant that you are buying products or services from the Website for your own use only and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within Canada.
- (f) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms of Use, for any failure or delay in fulfilling or performing any of these Terms of Use when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, tsunami, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this agreement; and (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 9, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

Additional terms and conditions may be applicable to parts or features of this Website and are hereby incorporated by reference into these Terms of Use.

Participation as a Podcast Guest

By participating in and agreeing to be interviewed on the Company's Women in Construction Podcast, you agree:

- To irrevocably permit, authorize, and license the Company and its affiliates, successors, licensees, agents, and assigns ("**Authorized Persons**") to digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use and distribute, and permit others to use and distribute the interview recording (the "**Interview**"), including your name, image, likeness, appearance, and voice as they appear in the Interview, on a perpetual basis throughout the world, in any medium or format whatsoever whether now existing or hereafter created, including without limitation internet streaming and downloading, websites, other digital transmission methods, mobile applications, television broadcast, cablecast, satellite, home video, video on demand, pay television, pay-per-view, radio, and print publications, on any platform whatsoever whether now existing or hereafter created, including without limitation televisions, computers, and mobile devices, and in connection with any and all ancillary products, including without limitation merchandise, books, and software applications, without further consent from or any royalty, payment, or other compensation to you; and
- To irrevocably permit, authorize, and license Company and the Authorized Persons to use and distribute, and permit others to use and distribute, your name, likeness, appearance, voice, professional and personal biographical information, other personal characteristics, and all materials created by or on behalf of Company that incorporate any of the foregoing ("**Materials**"), in connection with the Interview and advertising and promotion of the Interview and advertising, publicity, and promotion of the Company and its affiliates and their businesses, products, and services, on a perpetual basis throughout the world, in any medium or format whatsoever whether now existing or hereafter created, including without limitation internet streaming and downloading, websites, other digital transmission methods, mobile applications, television broadcast, cablecast, satellite, home video, video on demand, pay television,



pay-per-view, radio, and print publications, on any platform whatsoever whether now existing or hereafter created, including without limitation televisions, computers, and mobile devices, and display, point-of-sale, direct mail, and other advertising and promotional platforms and methods, without further consent from or any royalty, payment, or other compensation to you.

- That Company is and will be the sole and exclusive owner of all right, title, and interest in and to the Interview and the Materials, including without limitation all copyrights and other intellectual property rights therein, in perpetuity throughout the universe. In furtherance of the foregoing, you agree that the results and proceeds of your services in connection with the Interview are works made for hire for Company as defined in Section 101 of the Copyright Act of 1976. To the extent the Interview, the Materials, or any part thereof does not qualify as, or otherwise fails to be, a work made for hire, you shall, and hereby do, (a) assign, transfer, and otherwise convey to Company, irrevocably and in perpetuity, throughout the universe, all of your right, title, and interest, if any, in and to the Interview and the Materials, including without limitation all copyright and other intellectual property rights (which shall include, without limitation, all registration, renewal, and reversion rights) and the right to register and sue to enforce such copyrights against infringers; and (b) irrevocably waive any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral in the Interview and the Materials.
- That the Company has no obligation to create or use the Interview or any Materials, or to exercise any rights granted by this section. You acknowledge and agree that you have no right to review or approve the Interview or the Materials before they are used by Company or at any other time, and that Company has no liability to you for any editing or alteration of the Interview or the Materials, or for any distortion or other effects resulting from Company's editing, alteration, or use of the Interview or the Materials, or Company's presentation of you. Any acknowledgment or credit accorded to you in connection with the Interview or the Materials will be determined by Company in Company's sole discretion.
- To the fullest extent permitted by applicable law, to irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy, violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this section and the use and exploitation of the Interview and/or the Materials, and whether resulting in whole or in part by the negligence of Company or any other person, covenant not to make or bring any such Claim against any Authorized Persons, and forever release and discharge the Authorized Persons from liability under such Claims.

Geographic Restrictions

The owner of the Website is based in the State of Colorado in the United States. This site is not intended for use in any jurisdiction where its use is not permitted. If you access the site from outside the United States you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS MAKES ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY PRODUCTS OR SERVICES

OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR SERVICES

WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. SUBMISSIONS, STATEMENTS AND INFORMATION SUBMITTED BY THIRD PARTIES AND MADE AVAILABLE ON THE WEBSITE DOES NOT REPRESENT THE VIEWS OF AMBITION THEORY AND AMBITION THEORY CANNOT BE HELD RESPONSIBLE FOR ANY OMISSIONS OR CLAIMS THAT MAY APPEAR THEREIN.



WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET AND DATA SECURITY.

Limitation on Liability

UNDER NO CIRCUMSTANCE WILL AMBITION THEORY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL

THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF

REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD PARTY WEBSITES, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

FURTHER, TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER

TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES

OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. IN NO EVENT WILL AMBITION THEORY'S LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO AMBITION THEORY IN THE PRECEDING 3 MONTH PERIOD.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Ambition Theory, its affiliates, and their respective directors, officers, employees, shareholders, partners, agents, service providers, contractors, licensors, suppliers, representatives and each other respective successors and assigns (the "**Indemnified Parties**") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including legal fees) arising out of or relating to your breach of the Terms or Conditions or the Membership Terms, as applicable, or your use of the Website, including, but not limited to, your User Submissions, third party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use.

By using the Website, you, and (if applicable) each of your respective officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, trustees, successors and assigns, hereby fully and forever release and discharge the Indemnified Parties from any and all claims, whether or not caused by or contributed to by the negligence of any of the Indemnified Parties, and whether now known or suspected, which existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the effective date of these Terms of Use and/or any modifications of these Terms of Use arising out of, concerning, pertaining or relating in any manner to your use of the Website or the content you submit through the Website; (a) your breach of these Terms of Use, the Membership Terms (if applicable), or the Privacy Policy; or (b) your violation of the rights of another person or entity. Moreover, notwithstanding any applicable statute, law or rule that states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, you acknowledge and agree that this release shall constitute a full release in accordance with its terms, and you knowingly and voluntarily waive the provisions of any such applicable statute, law or rule.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).



Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the City and County of Denver, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Colorado law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver

No waiver under these Terms of Use is effective unless it is in writing and signed by an authorized representative of the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability

If any term or provision of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

The Terms of Use and our Privacy Policy www.ambitiontheory.com/privacy-policy and the Membership Terms of Use www.ambitiontheory.com/privacy-policy (if applicable), constitute the sole and entire agreement between you and Ambition Theory regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

REPORTING AND CONTACT

This website is operated by Ambition Theory, LLC, a limited liability company formed under the laws of the State of Colorado.

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company at hello@ambitiontheory.ca.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to hello@ambitiontheory.ca.