END USER LICENCE AGREEMENT

Downloadable Workbooks, Toolkits and Related Digital Products

Phoenix Rising Consulting Group Inc.

IMPORTANT: READ CAREFULLY BEFORE ACCEPTING

This End User Licence Agreement ("**Agreement**") is a binding legal contract between you ("**You**" or "**Licensee**") and Phoenix Rising Consulting Group Inc. ("**Licensor**"), a corporation incorporated under the laws of the Province of Alberta, Canada.

BY CHECKING THE "ACCEPT" BOX OR CLICKING THE "I ACCEPT" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE REFUND POLICY, AND YOU UNDERSTAND THAT THE PRODUCT IS A DIGITAL PRODUCT THAT IS FINAL SALE ONCE ACCESSED OR DOWNLOADED, EXCEPT AS STATED IN THE REFUND POLICY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CHECK THE "ACCEPT" BOX OR CLICK "I ACCEPT" AND DO NOT USE THE PRODUCT.

1. DEFINITIONS

"Base Licence" means the Individual Licence purchased for the applicable fee posted on the Licensor's website or otherwise set out on the applicable Order Form at the time of purchase, granting one (1) individual the right to access, view, and use the Product in accordance with this Agreement.

"Team Licence" means an additional licence purchased in addition to the Base Licence, granting one (1) additional individual the right to access, view, and use the Product in accordance with this Agreement. Each Team Licence is valid only when purchased in conjunction with an active Base Licence.

"Product" means the downloadable workbook, toolkit, template, checklist, or other digital product purchased by or on behalf of the Licensee, as identified on the Licensor's website or the applicable Order Form at the time of purchase, together with any accompanying materials, updates, supplements, or documentation provided by the Licensor. Where the Licensee purchases more than one Product, this Agreement applies separately to each Product purchased.

"Order Form" means the online checkout page, order confirmation, invoice, or other ordering document issued or accepted by the Licensor that identifies the Product purchased, the number and type of licences purchased, and the applicable Fees.

"Product-Specific Terms" means any additional or different terms applicable to a particular Product that are set out on the Licensor's website product page or the applicable Order Form at the time of purchase.

"Refund Policy" means the Licensor's refund policy as posted on the Licensor's website or set out on the applicable Order Form at the time of purchase.

"Authorised User" means an individual who is authorised to use the Product under a valid Base Licence or Team Licence purchased by or on behalf of the Licensee.

"Commercial Facilitator Licence" means a separate licence agreement, obtained directly from the Licensor, that grants the right to use the Product for paid consulting or facilitation services provided to external clients.

"Confidential Information" means any non-public, proprietary, or confidential information disclosed by the Licensor in connection with the Product, including without limitation, trade secrets, methodologies, frameworks, and business processes.

"Fees" means the amounts payable by the Licensee for the licences granted under this Agreement, as set out in Section 6.

"Intellectual Property Rights" or "IP Rights" means all intellectual property rights, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights, and all other proprietary rights recognised under Canadian law.

2. LICENCE GRANT AND SCOPE

2.1 Base Licence Grant

Subject to the terms and conditions of this Agreement and payment of the applicable Fees, the Licensor grants to the Licensee a non-exclusive, non-transferable, non-sublicensable, perpetual licence to use the Product for the Licensee's internal business purposes. The licence is conditional on the Licensor's receipt of full payment of the applicable Fees. If any payment is reversed, charged back, or not completed, the licence will automatically terminate and Section 7.3 will apply.

2.2 Team Licence Grant

Where the Licensee has purchased one or more Team Licences in addition to the Base Licence, each Team Licence grants one (1) additional individual within the Licensee's organisation the same rights as set out in Section 2.1, subject to all terms and conditions of this Agreement. Team Licences are valid only when purchased in conjunction with an active Base Licence.

2.3 Scope of Licence

Each Authorised User, whether under a Base Licence or a Team Licence, is permitted to:

(a) Access, view, and use the Product and its accompanying materials for the Licensee's internal business purposes;

(b) Complete any fillable fields, checkboxes, and text entries within the Product, where applicable; and

(c) Print one (1) personal copy of the Product for the Authorised User's own use.

2.4 Product-Specific Terms

Certain Products may be subject to Product-Specific Terms. Any Product-Specific Terms form part of this Agreement for the applicable Product. In the event of a conflict between this Agreement and any Product-Specific Terms, the Product-Specific Terms shall govern with respect to that Product only.

3. USE RESTRICTIONS

3.1 The Licensee and each Authorised User shall not, and shall not permit any third party to:

(a) Distribute, share, resell, or sublicence the Product outside of the Licensee's organisation or beyond the number of licences purchased;

(b) Post the Product on any public website, intranet accessible by unauthorised users, or file-sharing platform;

(c) Modify, adapt, reverse-engineer, decompile, disassemble, or create derivative works of the Product for commercial distribution;

(d) Use the Product for paid consulting or facilitation services provided to external clients without first obtaining a separate Commercial Facilitator Licence from the Licensor;

(e) Copy or reproduce the Product beyond the number of licences purchased;

(f) Remove, alter, or obscure any proprietary notices, labels, or marks on the Product;

(g) Use the Product in any manner that infringes the IP Rights of the Licensor or any third party; or

(h) Assign, transfer, or otherwise convey the licence granted hereunder to any third party without the prior written consent of the Licensor.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 All IP Rights in and to the Product, including without limitation all content, design, layout, text, graphics, methodologies, frameworks, and underlying structure, are and shall remain the exclusive property of Phoenix Rising Consulting Group Inc.

4.2 The Product is protected under the *Copyright Act (R.S.C., 1985, c. C-42)* and other applicable intellectual property laws of Canada and international treaties. Nothing in this Agreement shall be construed as transferring any IP Rights to the Licensee.

4.3 The Licensee acknowledges that the licence granted herein does not confer any ownership interest in the Product and that the Licensee acquires only the limited right to use the Product in accordance with the terms of this Agreement.

5. CONFIDENTIALITY

5.1 The Licensee acknowledges that the methodologies, frameworks, and proprietary processes contained within the Product constitute Confidential Information of the Licensor.

5.2 The Licensee agrees to hold all Confidential Information in strict confidence and not to disclose such information to any third party except as expressly permitted under this Agreement or as required by applicable law.

5.3 **Nothing in this Agreement restricts the Licensee from publishing a review of the Product or the Licensor.**

6. FEES AND PAYMENT

6.1 The Base Licence is available at the applicable fee posted on the Licensor's website or otherwise set out on the applicable Order Form at the time of purchase. The Licensor may increase or decrease the applicable fee from time to time, and any revised fee will apply to purchases made after the revised fee is posted or set out.

6.2 Additional Team Licences may be purchased at the prices posted on the Licensor's website at the time of purchase. Each Team Licence is valid only when purchased in addition to an active Base Licence.

6.3 The Product is delivered electronically immediately after payment. All Fees are payable in Canadian dollars and are final and non-refundable once the Product has been accessed or downloaded, except as set out in the Refund Policy or as required by applicable consumer protection legislation. Applicable taxes are in addition to the stated Fees.

6.4 **If the Licensee has a concern about a charge, the Licensee agrees to contact the Licensor first so that the matter can be resolved promptly. Nothing in this Section limits any right the Licensee may have under applicable law.**

7. TERM AND TERMINATION

7.1 This Agreement is effective upon the Licensee's acceptance (by clicking "I Accept" or checking the "Accept" box) and shall remain in effect on a perpetual basis, subject to the Licensee's continued compliance with the terms hereof.

7.2 The Licensor may terminate this Agreement immediately upon written notice if the Licensee breaches any material term or condition of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice thereof.

7.3 Upon termination of this Agreement for any reason:

(a) All licence rights granted hereunder shall immediately cease;

(b) The Licensee shall immediately cease all use of the Product;

(c) The Licensee shall destroy all copies of the Product in its possession or control and, upon request, certify such destruction in writing to the Licensor.

7.4 Sections 4 (Intellectual Property Rights), 5 (Confidentiality), 6 (Fees and Payment), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), and 10 (Governing Law and Dispute Resolution) shall survive any termination or expiration of this Agreement.

8. DISCLAIMER OF WARRANTIES

8.1 **THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.**

8.2 The Licensor does not warrant that the Product will meet the Licensee's requirements, that the operation or use of the Product will be uninterrupted or error-free, or that any defects in the Product will be corrected.

8.3 The Licensee acknowledges that the Product is a business planning and reference tool and that the results obtained from using the Product will depend on the Licensee's own efforts, decisions, and circumstances. The Licensor makes no guarantees regarding the outcomes of any activities undertaken using the Product.

8.4 Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to the Licensee to the extent prohibited by applicable law. In such jurisdictions, the Licensor's liability shall be limited to the greatest extent permitted by law.

9. LIMITATION OF LIABILITY

9.1 **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9.2 In no event shall the aggregate liability of the Licensor under or in connection with this Agreement exceed the total Fees paid by the Licensee to the Licensor for the licence(s) giving rise to the claim.

9.3 The limitations set forth in this Section 9 shall apply regardless of whether the claim is based on breach of contract, breach of warranty, tort (including negligence), strict liability, or any other legal theory.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of law principles.

10.2 Any dispute, claim, or controversy arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Province of Alberta, and the parties hereby irrevocably submit to such jurisdiction.

10.3 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

11. GENERAL PROVISIONS

11.1 **Entire Agreement.** This Agreement, together with any applicable Order Form, Product-Specific Terms, and the Refund Policy, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter.

11.2 **Amendments.** The Licensor reserves the right to modify or amend this Agreement at any time. Any such modifications shall be effective upon posting of the revised Agreement and shall apply to all Products purchased after such posting. The version of this Agreement in effect at the time of each purchase shall govern that purchase, unless the Licensee accepts the revised Agreement.

11.3 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.4 **Waiver**. No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof.

11.5 **Assignment**. The Licensee may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Licensor. The Licensor may assign this Agreement without restriction.

11.6 **Notices.** All notices under this Agreement shall be in writing and shall be deemed given when sent to the applicable party at the contact information provided. Notices to the Licensor shall be directed to: info@phoenixrisingconsultinggroup.ca.

11.7 **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from circumstances beyond the reasonable control of that party.

11.8 **Consumer Rights. Nothing in this Agreement excludes or limits any right or remedy that cannot be excluded or limited under applicable consumer protection legislation, including the Consumer Protection Act (Alberta) and its regulations.**

12. CONTACT INFORMATION

12.1 For questions, concerns, or to obtain additional licences (including Team Licences and Commercial Facilitator Licences), please contact:

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Telephone: +1-403-703-1283

Email: info@phoenixrisingconsultinggroup.ca

Website: https://www.phoenixrisingconsultinggroup.ca/

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