

Legal Disclaimer and Terms of Use PLEASE READ CAREFULLY

By clicking "Accept" you enter into a binding legal agreement and contract (the "Agreement") between you ("The Client") and I.M.A.G.E. Inc. ("The Provider", which shall include The Provider's servants, agents, employees, officers, directors, Content providers, contractors and Professional Relationship Counselors). This Agreement limits your legal rights and the liability of The Provider.

THE PROVIDER'S WEB SITE (the "Web Site") AND THE SERVICES ARE NOT DESIGNED OR INTENDED TO PROVIDE EMERGENCY INTERVENTION SERVICES. IN SUCH CASES, PLEASE CALL 911 EMERGENCY, OR CONTACT YOUR LOCAL SUICIDE PREVENTION HOTLINE, OR YOUR LOCAL MENTAL HEALTH CARE PROVIDERS.

By entering into this Agreement, you warrant and represent that you are of the full age of eighteen (18) years, or the age of majority in your jurisdiction of residence, whichever age is higher. If you are not of the age of majority you cannot enter into this Agreement. If you have parent or guardian consent, you may have your parent or legal guardian complete and submit the [Parental/Guardian Consent Form](#). You further warrant and represent that all information provided by you is true, complete and accurate.

We try to maintain the highest standards of accuracy in the Content and the Services, but errors do occur, and we disclaim liability for any such errors below. In the event that you notice any such error, please let us know immediately by e-mailing us at [Contact Us](#). We also welcome feedback should you have any questions, comments, or suggestions.

YOU MAY CANCEL YOUR RECEIPT OF OUR SERVICES AT ANY TIME AND YOU WILL NOT BE BILLED FOR SERVICES NOT PROVIDED.

Once you have read the Agreement by scrolling down to the bottom, you may click "Accept" or "Do not Accept".

Disclosure under the Internet Sales Contract Regulation (Fair Trading Act), Alberta:

Name of Provider: IMAGE Interactive Multimedia Academy For Global Education, Inc.

Provider's business address: Box 9, Site 15, RR#1, Didsbury, AB T0M 0W0

Provider's telephone number: 1-877-335-8376

Provider's fax number: 1-403-335-2085

Provider's email address: consent@relationship-makeover.com

Description of the services: relationship counseling

Itemized list of the price of services provided: [Cart](#)

Possible additional charges, if any: [Cart](#)

Currency: United States Currency only

Terms, conditions and method of payment: major credit cards, debit cards and Direct electronic funds transfer service

Date when services are to be provided: commencing immediately on request, continuing until terminated

Cancellation and refund policy: [Withdrawal of Consent for Consulting](#) and [Seminar Transfer-Cancellation](#)

Other restrictions and conditions: as stated in this Agreement

A copy of this Agreement will be emailed to you immediately upon your acceptance, or in any event within 15 days. It is your responsibility to maintain a valid email address.

Information provided to Elavon Network for billing purposes is subject to the privacy policy of Elavon Network. Elavon Network and ViaKLIX are located in the United States and your information provided to Elavon Network and VIAKLIX will be processed and used in the United States, and will be subject to U.S. law. You acknowledge and agree that any and all information you provided to Elavon Network will be subject to the foregoing.

1. Definitions:

In this Agreement, in addition to the terms defined above, the following terms have the following meanings:

The "Content" means the contents of the Web Site, including without limitation any and all visible or audible information, computer code, software, text, forms, templates, structure, selection and arrangement of elements of the Web Site, images, logos, designs, graphics, animations, video, audio, streaming media, processes, procedures, materials, records, documents, and documentation, whether used in providing the Services, or otherwise.

"Professional Relationship Counselor" means an individual who provides the Services via the Web Site, or via the Web Site in conjunction with other media, or via other media or means of communication.

The "Services" means any and all services delivered via the Web Site, or via the Web Site in conjunction with other media or means of communication, whether now known or subsequently invented or discovered, including without limitation telephone, fax, post, email, messaging, instant messaging, streaming audio or streaming video, and shall include all services provided by, all interaction with, and all communications with, Professional Relationship Counselors.

2. Disclaimers and Limitations:

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT:

YOU USE THE WEB SITE, THE CONTENT AND THE SERVICES SOLELY AT YOUR OWN RISK.

THE SERVICES AND THE CONTENT ARE PROVIDED STRICTLY ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS. THE PROVIDER MAKES, AND YOU RECEIVE, NO REPRESENTATIONS, GUARANTEES, CONDITIONS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES OR THE CONTENT. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE IN PART SOFTWARE AND COMPUTER BASED AND THAT THERE IS NO SUCH THING AS ERROR FREE SYSTEMS OR SOFTWARE. YOU ALSO ACKNOWLEDGE AND AGREE THAT RELATIONSHIP CONSULTING, AND ANYTHING THAT COULD BE CONSTRUED AS CONSULTING, COUNSELLING, OR THERAPY, IS NOT AN EXACT SCIENCE AND RESULTS AND EXPERIENCES MAY VARY. YOU THEREFORE AGREE THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS AGREEMENT ARE REASONABLE AND ARE FREELY ACCEPTED BY YOU.

THE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING FROM A COURSE OR CUSTOM OF USAGE OR TRADE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY DESCRIPTION WITH RESPECT TO EITHER THE SERVICES OR THE CONTENT, OR BOTH OF THEM.

THE PROVIDER MAKES NO WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS REGARDING THE SERVICES OR THE CONTENT, OR THAT THE SERVICES OR THE CONTENT WILL BE AVAILABLE WITHOUT ERRORS, OMISSIONS OR DEFECTS, OR THAT ERRORS, OMISSIONS OR DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AND THE SERVER OR SERVERS ON WHICH IT IS HOSTED WILL BE FREE OF VIRUSES OR OTHER HARMFUL CONTENT. THE PROVIDER FURTHER MAKES NO WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS THAT THE PROVIDER HAS TITLE TO THE SERVICES OR THE RIGHT TO PROVIDE THEM, OR THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, UP TO DATE, TIMELY, COMPLETE, OR ERROR FREE, OR THAT THE SERVICES OR THE CONTENT WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

AS A CONVENIENCE TO YOU AND OTHER CLIENTS, AND ALTHOUGH IT ACCEPTS NO OBLIGATION TO DO SO, THE PROVIDER MAY, IN ITS SOLE DISCRETION, INCLUDE LINKS TO OTHER SYSTEMS, COMPUTERS, SERVERS, WEB SITES OR RESOURCES UNDER THE CONTROL OF THIRD PARTIES ("THIRD PARTY RESOURCES") AND OVER WHICH YOU ACKNOWLEDGE AND AGREES THE PROVIDER HAS NO CONTROL. THE PROVIDER GIVES NO ENDORSEMENT, WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE PRODUCTS, SERVICES, CONTENT, ACCURACY OR APPROPRIATENESS OF CONTENT OF, OR ACCESSIBLE THROUGH, SUCH THIRD PARTY RESOURCES, AND YOU USE SUCH THIRD PARTY RESOURCES SOLELY AND ENTIRELY AT YOUR OWN RISK. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST THE PROVIDER WITH RESPECT TO SUCH WEB SITES AND THIRD PARTY RESOURCES.

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, NONE OF THE PROVIDER OR ANY OF ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, AGENTS, ADVISORS, EMPLOYEES, CONTRACTORS, PROFESSIONAL RELATIONSHIP COUNSELORS OR OTHER REPRESENTATIVES OF ANY KIND WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, COMPENSATORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR FAILURE TO REALIZE EXPECTED RESULTS, LOSS OF PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF PROGRAMS, APPLICATIONS, INFORMATION OR DATA, FAILURE TO REALIZE EXPECTED REVENUES, PROFITS, OR SAVINGS, LOSS OF OR DAMAGE TO PROPERTY OF ANY KIND, HARM TO BUSINESS, OR ANY OTHER ECONOMIC OR PECUNIARY LOSS OF ANY KIND, WHETHER ARISING OUT OF TORT, CONTRACT, BREACH OF DUTY OR OTHERWISE, AND WITHOUT REGARD TO FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR MISUSE OF, OR ANY DEFECTS, INACCURACIES, ERRORS OR OMISSIONS IN OR TO, THE SERVICES, THE CONTENT, OR ANY LINKED THIRD PARTY RESOURCE. THE FOREGOING PROVISIONS SHALL ALL APPLY EVEN IF THE PROVIDER HAS BEEN ADVISED BY YOU OR ANYONE ELSE OF THE POSSIBILITY OF ANY LOSS OR DAMAGE AND WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THIS AGREEMENT PROVIDES A LICENSE AND ACCESS TO CERTAIN SERVICES AND CONTENT AND IS NOT A SALE OF GOODS.

3. Limitation of Liability:

WITHOUT DEROGATING FROM ANY OTHER LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT THE AGGREGATE OF ALL LIABILITY ON THE PART OF THE PROVIDER FOR BREACH OF ANY WARRANTY, GUARANTEE, TERM OR CONDITION CONTAINED IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED HEREIN, OR OF ANY OTHER PROVISION OF THIS AGREEMENT OR OF ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER BREACH GIVING RISE TO LIABILITY, INCLUDING A BREACH OF A CONDITION OR FUNDAMENTAL TERM OR FUNDAMENTAL BREACH OR BREACHES OR IN ANY OTHER WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER AND, REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, BREACH OF DUTY, STRICT LIABILITY OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED IN ALL CASES TO A MAXIMUM SUM EQUAL TO ALL

SUMS OF MONEY PAID TO THE PROVIDER BY YOU IN THE ONE YEAR PERIOD PRIOR TO SUCH CLAIM ARISING. THE FOREGOING PROVISIONS SHALL ALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL GOVERN ALL ASPECTS OF THIS AGREEMENT, AND OF YOUR INTERACTION WITH THE PROVIDER, INCLUDING BUT NOT LIMITED TO YOUR INTERACTION OR RELATIONSHIP WITH ANY PROFESSIONAL RELATIONSHIP COUNSELOR. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THERE ARE, OR MAY BE, LIMITATIONS TO AN INTERNET-BASED RELATIONSHIP CONSULTING SERVICE COMPARED WITH IN PERSON CONSULTING AND YOU ACCEPT THOSE LIMITATIONS FREELY.

4. You and Professional Relationship Counselors: All Professional Relationship Counselors who administer consulting services through The Provider as part of the Services have been screened for their qualifications, including degrees, training, certifications, and licensure for province or state of practice. However, you affirmatively acknowledge that your particular Professional Relationship Counselor may meet, or may not meet, or may exceed the degrees, training, certifications, and licensure for your province, state or country. Any Professional Relationship Counselors providing services will have at least a Master's Degree in a related field and, when deemed necessary, will be supervised by another qualified professional who holds a certification. You confirm your understanding that the Professional Relationship Counselor may view a person from a different perspective than you, but no requirement will be made on you to conform to this perspective.

You further understand that applying the ideas and processes presented by The Provider is not a guarantee of any particular result. The ideas and processes presented may work for some individuals and not others. No specific result can be guaranteed or anticipated and implementing these concepts and processes will require intentional voluntary effort on your part to have the concepts and processes be successful. You further understand that if the processes and advice of The Provider are not pursued it is possible that your non-action to these processes and advice may reduce or negatively impact your progress and results.

5. Grant of License: This Agreement grants you a limited, revocable, personal and non-exclusive license to view and use the Content and the Web Site, and, subject to your payment in advance as required by The Provider, to use and access the Services. The Content and the Services are the valuable property of The Provider, or its licensors, and you do not own the Content or the Services. The Content and the Services are protected by international copyright laws.

You will access and use the Web Site, the Content and the Services at all times in strict compliance with this Agreement. Access to the Web Site, the Content and the Services is a privilege and not a right and the license and permission granted by The Provider may be terminated at any time without notice by The Provider in its sole discretion with no liability on the part of The Provider to you whatsoever. Any use of the Web Site, the Content and the Services not expressly permitted in this Agreement or otherwise by The Provider is prohibited and will be unlawful.

6. Injunctive Relief: You acknowledge and agree that any breach by you of this Agreement, and any infringement by you of The Provider's intellectual property rights, and any misappropriation by you of any confidential information, proprietary information or trade secret of The Provider will cause The Provider significant loss or damages, which will not be compensable by money damages. In the event of such conduct by you, you agree that The Provider may seek equitable relief in any court of competent jurisdiction, including an injunction or order of specific performance against you, without the requirement to prove that damages are not an adequate remedy or to post security or a bond.

7. Confidential Information and Privacy: Your relationship with The Provider and this Agreement are subject to our [Privacy Policy](#). Other than the exceptions listed in the [Privacy Policy](#), The Provider will not disclose any Personal Information about you. We do not sell our client lists to anyone.

8. Other Aspects of the Services: In conjunction with the Services, The Provider may provide you with informational articles, online consulting and processes, and other support programs subject to the terms of this Agreement. All such matters and materials are subject to the terms and conditions of this Agreement, including all disclaimers and limitations.

9. Amendment of this Agreement: The Provider may change, modify, add or remove portions of this Agreement at any time. The Provider will notify you of any changes to this Agreement by posting notice of such changes on the Web Site, or sending notice via email or postal mail. Your continued use of the Services following such change means that you agree to and accept the Agreement as amended. If you do not agree to any modification of this Agreement, you must immediately stop using the Web Site and/or the Services and notify The Provider that you are terminating this Agreement. You agree that our [Privacy Policy](#) may be amended in the same fashion.

10. Your Indemnity of The Provider: You agree to indemnify and forever hold The Provider harmless against any and all claims, damages, losses, costs, suits, demands or litigation of any kind (each a "Claim") arising out of, or alleged to arise out of, any injury, emotional distress, psychological issue or difficulty, or disease of the mind, or any matter similar to or related to any of the foregoing with respect to the Services and the actions, or failure to act, of any Professional Relationship Counselor, and with respect to any breach by you of any warranty or representation given or made by you.

11. Governing Law, Jurisdiction and Forum: The laws of the Province of Alberta, Canada, and the federal laws of Canada in force in the said province, and you hereby irrevocably submit and attorn to the jurisdiction of the courts of the Province of Alberta for all matters arising out of or in connection with this Agreement, or the Web Site, or the Services, or your relationship with any Professional Relationship Counselor.

12. Dispute Resolution: You and The Provider agree to utilise all reasonable efforts to resolve any dispute, whether arising during the term of this Agreement or at any time after the expiration or termination of this Agreement, which touches upon the validity, construction, meaning, performance or affect of this Agreement or the rights and liabilities of you or The Provider, or any matter arising out of or connected with this Agreement, or any matter arising out of your relationship with, or dealings with, any Professional Relationship Counselor, promptly and in an amicable and good faith manner by negotiations between you and The Provider.

Any dispute that has not been settled or resolved by negotiation may be submitted by either you or The Provider to arbitration. Any arbitration conducted pursuant to this Agreement shall take place in English, in the City of Calgary, Alberta, before one arbitrator. The costs of the arbitration shall be borne by you and The Provider as may be specified in the arbitrator's decision. The provisions of the *Arbitration Act* (Alberta), as amended, except as otherwise provided in this Agreement, shall govern the arbitration process. The determination arising out of the arbitration process shall be final and binding upon you and The Provider.

For greater certainty, you agree and undertake that you will not commence litigation contrary to the foregoing, nor will you commence any class action litigation, or attempt to have yourself certified as a plaintiff in a class action. You waive all rights to a civil trial by jury.

In the event that a court of competent jurisdiction so orders or decides, arbitration may be conducted in such forum and pursuant to such rules as such court may order, and, unless otherwise ordered, such arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province, state or country in which you reside that are in effect at the time.

Any lawsuits involving third parties, any intellectual property claims, and any applications for equitable or injunctive relief or remedies, shall be excluded from arbitration under this Agreement:

13. Acceptable Use: You agree and undertake to always conduct yourself in a reasonable, courteous and professional manner in accessing and/or using the Services, having regard to purposes for access

thereto being granted to you. Without restricting the generality of the foregoing, you expressly agree as follows with respect to your use of the Services:

- You will comply with all requirements, rules and regulations published or stated by The Provider from time to time with respect to the Services;
- You will promptly respond to requests from The Provider for further information or verifications;
- You will comply with and observe all international, federal, provincial, state and local laws and regulations and other laws of applicable governmental authorities relating to your access to and/or use of the Services;
- You will not engage in any direct or indirect activity which in the opinion of The Provider is likely to or is designed to interfere, or may interfere, with the proper operation of the Services, or is likely to or is designed to expose, or may expose, The Provider to prosecution or to legal action of any kind and in any jurisdiction by any third party and/or User;
- You will not upload or transmit in any manner any material that constitutes, comprises or contains, in whole or in part, obscene, violent, pornographic, adult, illegal, unlawful, tortious, offensive, racist, sexist, humiliating (or tending to hold or holding to ridicule), or discriminatory material or content, or that constitutes hate literature, or that unlawfully discriminates against or contributes to unlawful discrimination against any individual or person, or that advocates and/or threatens terrorism or violence;
- Other than as may occur in your communications with a Professional Relationship Counselor, you will not publish any slander, libel or defamation of the character of any person or individual, whether directly or indirectly, nor contribute to or republish or distribute such defamation;
- You will not infringe the intellectual property rights or industrial property rights of The Provider or any third party;
- You will not disclose your log in information, including user names and passwords, to anyone other than authorized individuals within your organization or The Provider and you will not permit any individual to log in as you, or personate you;
- You will not transmit or send bulk unsolicited commercial email or "spam" to anyone via the Services or in connection with the Services;
- You will not engage in hacking, cracking, or any other kind of malicious conduct with respect to the Web Site, the Content or the Services;
- You will not knowingly, recklessly or carelessly transmit, send or upload any virus, Trojan horse, spyware, malware or other malicious or harmful software or code and you will take commercially reasonable steps, including the use of regularly updated anti-virus and anti-spyware software and similar technological measures to avoid doing any of the foregoing;
- You will not decompile, reverse engineer or disassemble the Web Site, the Content, the Services, or any software on or related to the foregoing, and you will not attempt to do any of the foregoing, nor will you counsel, authorize or assist any other person or individual to do so;
- You will not attempt to learn or discover the account information, log in information, or personal information of any other individual or client, whether by technological means, trickery, fraud, deception or otherwise; and,

- You will not tamper with or wrongfully intercept, or attempt to tamper with or wrongfully intercept, the communications, email or messages of any other client or user, nor will you use any technique or technology to disguise the source of an email, communication or message or to "spoof" or otherwise make any email, communication or message appear to originate from any source other than you, or your organization or Internet Service Provider.

14. General Terms and Conditions:

Neither you nor The Provider shall be responsible for any failure to comply with any of the terms of this Agreement where such failure is directly or indirectly caused by or results from events of force majeure beyond the control of either you or The Provider. Such events shall include, but not be limited to, civil disturbances, war, rationing, embargoes, acts of God, or acts of Government.

If performance of this Agreement in the reasonable opinion of either you or The Provider is made impossible by force majeure for a period of ten consecutive days, then you or The Provider may so notify the other in writing and you and The Provider will either terminate this Agreement, or you will authorise The Provider to complete its performance under this Agreement with such adjustments as are required by the existence of the force majeure and are agreed upon by you and The Provider.

This Agreement shall be binding upon and enure to the benefit of you and The Provider and your respective successors and permitted assigns. This Agreement is personal to you and may not be assigned by you.

No relationship of principal and agent, or of employer and employee, will exist between you and The Provider and you and The Provider will remain at all times independent contractors. The Provider may subcontract its obligations under this Agreement.

This Agreement may not be amended except as provided herein.

This Agreement comprises the complete and exclusive statement of the contract and agreement between you and The Provider, and supersedes any and all communications, correspondence and/or proposals, oral or written, and all other communications between you and The Provider relating to the subject matter of this Agreement.

The rights and recourse of The Provider in this Agreement are cumulative and not alternative and the full partial exercise of any right or recourse hereunder by The Provider shall not prevent The Provider from exercising any other right or recourse available under this Agreement or at law.

15. Payment: Payment for the Services is due in advance. The Provider uses Elavon Network as an outsourced vendor solution. All amounts payable remain your personal debts and obligations until paid. In the event that payments by you are reversed or not honored for any reason, you agree to pay all amounts due and owing to The Provider and/or to Elavon Network on demand. Any sums not paid as agreed will be subject to payment of interest at an annual compounded rate of twenty four (24%) per cent, both before and after judgment, until paid. You will pay all costs of collection of any sums due and owing, including all legal fees, on a solicitor or attorney and its own client basis, together with all court costs, bailiff's costs, and any other costs, and the foregoing will bear interest at the same annual rate as stated.

I warrant and represent that I have read, accept and agree to the above terms and conditions of this Agreement.

- I have read, accept, consent and agree to the above Agreement**
- I have read and decline acceptance of the above Agreement**
(**ALERT:** should you choose to decline you will not be able to go on with your registration)