

TERMS OF SERVICE

These Terms of Service represent an agreement between you and Choose2Live. By purchasing any service(s) or session(s) through Choose2Live you as the Client expressly agree to the following:

You understand that Choose2Live, The Question Journey™, its subsidiaries, owners, principals, directors, executives, licensors, representatives, assistants, employees, agents, coaches, practitioners, and staff (collectively referred to herein as "Choose2Live"), are not doctors, therapists, registered dieticians, financial analysts, psychotherapists or registered medical professionals.

These Terms of Service govern your use of our websites at www.thequestionjourney.com, www.trishbishop.com, and any other sites created by us from time to time (the "Sites") and any products or services made available by means of any of the Sites (the "Products"). We refer to the Sites and the Products collectively in these Terms of Service as the "Services". By using any of the Services, you acknowledge that you have read, understood, and agree to be bound by, and comply with, these Terms of Service.

Choose2Live reserves the right to change or modify any of the terms and conditions contained in these Terms of Service, or any policy or guideline of the Site, at any time and in its sole discretion.

You understand and agree that your participation as a Client in any Service does not guarantee any results; and that any Service will not treat or diagnose any disease, illness, or ailment and if you should experience any such issues you should see your registered physician, mental health practitioner, and/or medical practitioner as determined by your own judgment.

You agree that you are 18 years of age or older. Choose2Live will not be held responsible in any way for any damages that may occur as a result of any individual partaking of any Choose2Live Service if said individual has done so by providing false proof of age.

Please read the following terms of use relating to your use of this site, and all Service(s) under our name and brand, carefully. By using these sites and Service(s), you agree to these Terms of Service. We reserve the right to modify these terms at any time, so please check this page periodically for changes. By using these sites after we post any changes to these terms, you agree to accept those changes, whether or not you have reviewed them or been notified about them. If at any time you choose not to accept these terms of use, please do not use this site or any of our affiliated sites.

- Services are not to be used as a substitute for medical advice, nor will any practitioners affiliated with Choose2Live provide any form of medical advice.
- Clients must not be under the influence of alcohol or mind-altering substances immediately before, during, or immediately after your Service.
- Choose2Live practitioners always have their clients' best interests at heart.
- Clients should participate in any Service with an open mind and open heart.
- If a Client is working with a mental health practitioner and/or are under medical care in any capacity, you understand and agree to discuss these services with your provider before engaging in these any Service to determine whether you should engage in any of the offered Services at this time.

- Choose2Live practitioners do not promote any particular religion. Please let your practitioner know if there is preferred language you would like them to use before you start your Service.
- You understand and agree that by participating in any Service you expressly consent to any and all treatments, methods, and techniques that Choose2Live practitioners may perform in your Service and are aware that these may cause an emotional and/or physical reaction.
- You understand and agree that you are fully responsible for your well-being, mental, spiritual and physical choices and decisions during and after any Service.
- Except as specifically provided in this agreement, or where the law requires a different standard, you understand and agree that Choose2Live is not responsible for any complications, loss, death, illness, property damage, or injury, caused by your participation in any Service(s) or care following the Service(s) and you expressly waive, discharge and release all liability and hold Choose2Live harmless of all such claims.
- You understand and agree that to the maximum extent permissible under applicable law, Choose2Live will not be responsible to you or any third party claims for any direct, indirect, special or consequential, economic or other damages arising in any way out your participation in any Service(s).
- You understand and agree that this Agreement shall be governed by, construed, and enforced in accordance with the governing laws of Manitoba, Canada and shall be binding upon the parties hereto in Canada and worldwide. The courts within Manitoba, Canada shall have exclusive jurisdiction to adjudicate any dispute arising out of this agreement. These Terms of Service shall be governed by the laws of Canada and the Province of Manitoba without giving effect to the principles of conflict of laws. YOU AND WE AGREE THAT ANY ACTION OR DISPUTE BETWEEN US WILL BE RESOLVED EXCLUSIVELY BY ARBITRATION IN THE PROVINCE OF MANITOBA.
- You as the Client understand and agree that these “Terms of Service” shall be binding. Failure to enforce any provision shall not constitute a waiver of any of these term and conditions.
- You understand and agree that the Choose2Live does not offer any representations, warranties, or guarantees, verbally or in writing, regarding any results of any kind.

DISCLAIMERS

- Limitations of liability
- (a) you assume all responsibility and risk for your use of the Services. The Services, are provided “as is” without representations or warranties of any kind, either express or implied, including warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose.
- (b) while we make good faith efforts to include substantially accurate information in the services, errors or omissions may occur. If we receive notice of errors or omissions, we will make reasonable efforts to correct them in due course; however, we make no representations or warranties regarding the accuracy, completeness, performance, currency, or fitness for a particular purpose of the Services, that the Services will meet your requirements, or as to the results that will be derived from using any of the information included in the Services.
- (c) in no event shall Choose2Live be liable for any indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your use of, delay in using, or inability to use the Services. Our liability for any direct damages shall be limited to the amount of fees you have paid for the Services giving rise to such liability. Some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental

damages and terms thus the above limitation may not apply to you. If this limitation of liability, or the exclusion of warranty set forth above is held inapplicable or unenforceable for any reason, Choose2Live's maximum liability for any type of damages shall be limited to the lesser of

- (i) a refund of the amount paid for the product at issue, or
- (ii) a pro-rated refund based on Services used to date for services that exceed \$100.
- (d) you assume all responsibilities and obligations with respect to any decisions, advice, conclusions or recommendations made or given as a result of the use of the Services, including, without limitation, any decision made or action taken by you in reliance upon any Services.
- (e) you assume all responsibility and risk for your use of the services. There is no guarantee that you will achieve any particular results using the techniques and ideas provided in connection with the Services. All information provided in connection with the services is intended for educational purposes only, for a general audience.

SERVICES

Choose2Live grants you a non-exclusive, non-transferrable, revocable license to use the Services, (subject to payment, where applicable), for your personal use only, in accordance with these Terms of Service.

We reserve all rights that we do not expressly grant in these Terms.

We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any feature or content.

Without limitation of any of our other rights or remedies at law, in equity or under these Terms of Service, we may terminate your license to use the services, in whole or in part, including your right to use any products, without providing any refund or cancelling your obligation to make installment payments where applicable, if we determine, in our sole discretion, that you have breached or violated any of the provisions of these Terms.

The Services provided through the Site are for your own use only. You may not resell, lease or provide them in any other way to anyone else.

WEBSITE

All Content available on the Site is the property of Choose2Live or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Site, such Content is expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information (by trade name, trademark, manufacturer, supplier or otherwise) does not constitute or imply endorsement, sponsorship or recommendation thereof by Choose2Live.

The Site may contain links to third-party Web sites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. You use links to Third-Party Sites, and any Third-Party Content or service provided there at your own risk. Choose2Live does not monitor or have any control over, and makes no claim or representation regarding, Third-Party Content or Third-Party Sites.

While Choose2Live attempts to make your access to and use of the Site safe, Choose2live does not represent or warrant that the Site or any Content are free of viruses or other harmful components.

PAYMENT

You may purchase licenses to certain Services through a one-time payment or in monthly installments, as specified in the Service(s).

When you make a purchase, you authorize Choose2Live to charge the credit card, debit card or PayPal account you provide on a one-time or monthly basis, or payment plan, depending on which payment plan you select.

We reserve the right to cancel any order for any reason. Possible reasons for cancellation include, but are not limited to the following: fraudulent orders, incorrect pricing or non-payment.

REFUNDS

If you are not satisfied with a Service that you purchased, you are eligible for a partial refund of amounts paid for that Service, provided that you:

- email us at trish@thequestionjourney.com no later than fifteen (15) days following the date of purchase, requesting a refund and stating the reason for your request.
- Notwithstanding the foregoing, certain Service purchases may not be eligible for refund, or might be subject to satisfaction of additional or different criteria, if and to the extent we so provide on the applicable Site(s).
- If you receive a refund for a Service, you will have no further right to use that Service.
- We will have the sole discretion to determine whether you satisfy the eligibility criteria for a refund.
- For the avoidance of doubt, unless you are eligible to receive a refund, as provided herein, your obligation to continue to make all monthly payments with respect to a purchase shall remain in effect, notwithstanding the cancellation or termination of the applicable license for such Product.

YOUR CONTENT

We may provide the opportunity for you to provide content or materials (“Your Content”) by means of the Services, including by commenting on blog posts, by communicating with us directly or through other forums.

You grant Choose2Live and our affiliates a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, assignable, transferrable, right and license to reproduce, display, perform, transmit, modify, publish, create derivative works from and otherwise use Your Content in any formats or media now known or hereafter devised, in connection with our provision or promotion of information products or services.

Your User Content (e.g. comments on the blog) is your responsibility. We have no responsibility or liability for it, including any loss or damage it may cause to you or other people. Although we have no obligation to do so, we have the absolute discretion to remove, screen or edit without notice any User Content posted or stored on the Site, and we may do this at any time and for any reason.

You represent and warrant:

(a) that you own all Intellectual Property Rights in Your Content and have the right to provide Your Content via the Services for use as contemplated herein, and

(b) that you are at least eighteen (18) years of age.

YOUR CONDUCT

You agree that you will not:

(i) use the Services in a manner that

- (a) violates any applicable international, federal, state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities;
- (b) is fraudulent, deceptive or misleading;
- (c) is threatening, harassing, discriminatory, libelous, defamatory, pornographic or obscene;
- (d) violates anyone's rights of privacy, publicity or other rights;
- (e) violates any contractual or fiduciary obligations;
- (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, "Intellectual Property Rights");
- (g) has an adverse effect on our business, reputation or ability to provide Services; or
- (h) would otherwise be reasonably deemed objectionable under the circumstances;

(ii) violate any program guidelines applicable to use of particular Service(s) or interfere with, impair or disrupt the ability of others to use such Service(s);

(iii) use the Service(s) so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;

(iv) violate or attempt to violate the security of the Service(s);

(v) reverse engineer, decompile or disassemble any portion of the Services;

(vi) "scrape" information from the Services by automated means;

(i) interfere with the ability of others, or permit any unauthorized access to or use of any Service(s) that you have licensed or to any password applicable to your account for the Service(s);

(vii) use, redistribute or resell any of the Service(s) or other content of the Services, other than such unremunerated sharing via social media as may be authorized on the Services or otherwise in writing by us or through an agreed upon affiliate program; or

(viii) reproduce, modify, display, distribute, sell, re-sell, distribute, publish, disclose, videotape, share, divulge, transfer, exploit or create derivative works from any of the Service(s) in whole or in part, except as expressly provided in these Terms of Service.

PROPRIETARY RIGHTS

You agree that you will not:

(i) use the Services in a manner that

- (a) violates any applicable international, federal, state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities;
- (b) is fraudulent, deceptive or misleading;
- (c) is threatening, harassing, discriminatory, libelous, defamatory, pornographic or obscene;
- (d) violates anyone's rights of privacy, publicity or other rights;
- (e) violates any contractual or fiduciary obligations;
- (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, "Intellectual Property Rights");
- (g) has an adverse effect on our business, reputation or ability to provide Services; or
- (h) would otherwise be reasonably deemed objectionable under the circumstances;

(ii) violate any program guidelines applicable to use of particular Service(s) or interfere with, impair or disrupt the ability of others to use such Service(s);

(iii) use the Service(s) so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;

(iv) violate or attempt to violate the security of the Service(s);

(v) reverse engineer, decompile or disassemble any portion of the Services;

(vi) "scrape" information from the Services by automated means;

(i) interfere with the ability of others, or permit any unauthorized access to or use of any Service(s) that you have licensed or to any password applicable to your account for the Service(s);

(vii) use, redistribute or resell any of the Service(s) or other content of the Services, other than such unremunerated sharing via social media as may be authorized on the Services or otherwise in writing by us or through an agreed upon affiliate program; or

(viii) reproduce, modify, display, distribute, sell, re-sell, distribute, publish, disclose, videotape, share, divulge, transfer, exploit or create derivative works from any of the Service(s) in whole or in part, except as expressly provided in these Terms of Service.

INDEMNITY

You agree to indemnify, defend and hold harmless Choose2Live and its affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities and costs, including reasonable attorneys’ fees, sustained by the Indemnified Parties in connection with any claim arising out of Your Content, your use of our Services, or any breach by you or any user of your account as per these Terms of Service.

You shall cooperate as fully as reasonably required in the defense of any such claim. Choose2Live reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

PRIVACY

Your use of the Services is subject to our Privacy Policy, which is incorporated into these Terms of Service and are accessible via hyperlink at the bottom of this page. By using any of the Services, you acknowledge and consent to our collection and use of information as set forth in the privacy policy.

COPYRIGHT

If you believe that any of the Services contain content that infringes on your copyright, please forward the following information by email to trish@thequestionjourney.com or in writing to

Choose2Live, c/o Trish Bishop, 416-770 Tache Avenue, Winnipeg, Manitoba R3H 0R4

Please include:

- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

MISCELLANEOUS

These Terms of Service represent the entire agreement between you and Choose2Live with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the Services.

Choose2Live may assign these Terms of Service at its discretion.

You may not assign these Terms of Service.

No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced.

In addition to money damages, Choose2Live shall be entitled to seek equitable relief where appropriate if you breach of any of these Terms of Service.

These Terms of Service are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent.

The titles and subtitles in these Terms of Service are used for convenience only and are not to be considered in construing it. All references herein to "including" and variations thereof shall be deemed to mean, "including, but not limited to."

All references herein to "we," "our" or variations thereof shall be deemed to refer to Choose2Live as per the definition laid out in these Terms of Service.

All references herein to "you," "your" or variations thereof shall be deemed to refer to you individually, if you are entering into these Terms on an individual basis, and to the corporation, partnership or other organization or legal entity that you represent, if you are entering into these Terms on behalf of such organization or entity.

Notices to you required or permitted hereunder shall be made to you at the most recent email address on file with Choose2Live.

Notices to us shall be sent by email to trish@thequestionjourney.com or mailed to

Choose2Live
c/o Trish Bishop
416-770 Tache Avenue
Winnipeg, Manitoba R3H 0R4