

Terms and Conditions

Last Updated and Effective: August 15, 2025



The Emotional Intelligence Leadership Institute (“EILI”) last updated the Terms of Use (“Agreement”) (“Terms”) on the date above. We post the current version of the Terms at www.emotionalintelligenceleadershipinstitute.com. We reserve the right to amend the Terms at any time to account for changes in applicable law and regulations, our services, our practices, and/or the EILI Platform. Depending on the nature of the change, we will post the updated version of these Terms at www.emotionalintelligenceleadershipinstitute.com with the date these Terms were last revised and/or notify you by posting a notice of material amendments to these Terms as required by applicable law. Please check to see if we have amended these Terms since you last used the Platform. We may but are not obligated to post notice of amendments. By using the Platform or participating in any Services after the amendment of these Terms, you are agreeing to comply with and be bound by the amended Terms.

1. EILI Platform and Services

The Emotional Intelligence Leadership Institute (“EILI”, “we”, “us”, 8340854 Canada Inc. DBA the Emotional Intelligence Leadership Institute) owns and operates an information technology platform consisting of applications, websites, content, products and services (collectively referred to as the “Platform”). The Platform enables registered users (“Users”, “you”, “your”) to access services such as emotional intelligence coaching and consulting. This website is owned and operated by the Emotional Intelligence Leadership Institute located at 192 Dundas Street, London, Ontario, Canada, (support@eiliemotionalintelligence.com). The Platform may be provided or be accessible via multiple websites or applications whether owned and/or operated by us or by third parties, including, without limitation, the website www.https://www.emotionalintelligenceleadershipinstitute.com and its related apps.

By accessing or using the Platform, you are entering into this Agreement. You should read this Agreement carefully before starting to use the Platform. If you do not agree to be bound to any term of this Agreement, you must not access the Platform.

When the terms “we”, “us”, “our” or similar are used in this Agreement, they refer to any company that owns and operates the Platform (the “Company”).

2. Coaching or Consulting Services

Some of the Coaches, Consultants and Service Providers (“Service Providers”) are independent who are neither our employees nor agents nor representatives. The Platform's role is limited to enabling the Services. The Service Providers themselves are responsible for the performance of the Services.

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3. Eligibility

In order to open an account to use the EILI Platform ("Account"), you must:

- be at least 18 years of age, be associated with and meet the age and other eligibility requirements established by EILI; and
- register with EILI

For clarity, nothing in these Terms requires EILI to accept any registrant as a User, notwithstanding that the registrant meets EILI's eligibility requirements as amended from time to time. Supplementary terms specific to certain Users ("Supplementary Terms") may also apply. Supplementary Terms are incorporated into and become part of these Terms.

4. Agreement with EILI

These Terms govern Users access to and use of the Platform. On acceptance by a User, these Terms constitute a binding agreement between EILI and the User. These Terms also govern a User's participation in other EILI Programs. If you do not agree to these Terms at any point, you must not access, or must immediately cease accessing the EILI Platform and participating in any EILI Programs.

In addition to these Terms, certain plans, offers, products, services, elements or features may also be subject to additional terms, conditions, guidelines or rules which may be posted, communicated or modified by us or applicable third parties at any time. Your use of any such plan, offer, product, service, element or feature is subject to those additional terms and conditions, which are hereby incorporated by reference into these Terms, provided that in the event of any conflict between such additional terms and the Terms, the Terms shall control.

5. Privacy and Security

Protecting and safeguarding any information you provide through the Platform is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy available at <https://eili.myabsorb.ca/#/resources/> ("Privacy Policy"). EILI's Privacy Policy, which forms part of these Terms and is hereby incorporated by reference.

BY AGREEING TO THIS AGREEMENT AND/OR BY USING THE PLATFORM, YOU ARE ALSO AGREEING TO THE TERMS OF THE PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS AGREEMENT. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS AGREEMENT ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

6. Intellectual Property

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The Platform, the website www.emotionalintelligenceleadershipinstitute.com and its related apps, programs and services ("EILI Intellectual Property") and all rights, title, and interest, including all related intellectual property rights therein are owned by the Company, its licensors, or other providers of such material. This Agreement is not a sale and does not convey or grant you any rights in or related to the Platform, or any intellectual property rights owned by EILI.

Subject to your compliance with these Terms, EILI grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Platform solely in connection with your use of the Services on your personal device; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by the Company and its licensors.

7. Third Party Content

The Platform may contain other content, products or services which are offered or provided by third parties ("Third Party Content"), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. We have no responsibility for the creation of any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and we will not be liable for any damage or loss caused by any Third Party Content.

8. User Representations, Conduct, Commitments and Warranties

You represent and warrant (promise) to EILI and acknowledge that EILI is relying on your representations and warranties that:

- you meet the Requirements and will continue to do so at the point in time that you request and that Services are provided; and
- you will use the EILI Platform solely for your personal and non-commercial use.

You also acknowledge and agree to the following:

You are prohibited from and will not:

- remove or alter any copyright, trademark, brand elements or other proprietary notices;
- reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform except as expressly permitted by EILI;
- decompile, reverse engineer or disassemble the Platform;
- link to, mirror or frame any portion of the Platform;
- cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Platform, or unduly burdening or hindering the operation and/or functionality of any aspect of the Platform;

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- attempt to gain unauthorized access to or impair any aspect of the Platform, or its related systems or networks;
- impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- use the account or Account Access of any other person for any reason;
- interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Platform's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned;
- make any use of the Platform for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right including intellectual property rights; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law;
- use the Platform in a manner that violates any laws.

You will:

- keep secure and not disclose to anyone your Account username and password and are responsible for maintaining the confidentiality of your password and any other security information related to your account;
- refrain from using abusive language or inappropriate conduct when communicating with anyone through the Platform, including Service Providers;
- ensure that all the information that you provided in or through the Platform, and the information that you will provide in or through the Platform in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current and complete;
- notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security;
- check and scan any files received from us or a Service Provider for any virus or malicious software prior to opening or using this file;
- use only credit cards or other payment means (collectively "Payment Means") which you are duly and fully authorized to use, and ensure that all payment related information that you provided and will provide in the future, to or through the Platform, is accurate, current and correct and will continue to be accurate, current and correct;
- pay all fees and charges associated with your account on a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. By providing us with your Payment Means you authorize us to bill and charge you through that Payment Means and you agree to maintain valid Payment Means information in your account information;

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Unless otherwise permitted by EILI in writing, you may only have one Account. You are responsible for all activity that occurs under your Account.

9 . EILI Disclaimer of Warranty and Limitation of Liability

EILI, (WHICH IN THIS SECTION INCLUDES ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS AND INDEPENDENT THIRD PARTY CONTRACTORS), SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE PLATFORM AND/OR SERVICES, OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM AND/OR SERVICES OR ANY DELAY IN YOUR DOING SO; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY CONSULTANT, OR PROVIDER. EILI IS NOT LIABLE FOR YOUR INFORMATION STORED OR RECORDED BY ANY COMPUTER, TABLET, MOBILE DEVICE OR ANY NETWORK, WHETHER PUBLIC OR PRIVATE, THAT YOU MAY USE TO ACCESS THE PLATFORM.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, UNDER NO CIRCUMSTANCE WILL **EILI** BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PROFESSIONAL NEGLIGENCE, PERSONAL INJURY, LOST INCOME OR LOST DATA, RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM AND/OR SERVICES PROVIDED BY AUTHORIZED CONSULTANTS AND PROVIDERS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE SERVICES OR THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY SERVICE PROVIDER AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH THE PLATFORM OR SERVICES PROVIDED IN PERSON.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. THE USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.

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IN ADDITION, **EILI** MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES REQUESTED THROUGH USE OF THE PLATFORM, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EILI DOES NOT GUARANTEE THE QUALITY, SUITABILITY OR SAFETY OF SERVICES AND YOU AGREE TO ASSUME ALL RISK ARISING OUT OF YOUR USE OF THE PLATFORM AND SERVICES, AND ANY RISK RELATED TO THE SERVICES. YOU ASSUME ALL RISK ARISING OUT OF YOUR USE OF ANY PROGRAM AND SERVICE.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

YOU UNDERSTAND, AGREE AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU OR ON YOUR BEHALF THROUGH THE PLATFORM IN THE 6 MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

This section (limitation of liability) shall survive the termination or expiration of this Agreement.

10. Indemnity

You agree to indemnify and hold EILI (which in this Section includes its directors, officers, employees, agents and shareholders) harmless from any and all claims, demands, losses, liabilities, and expenses (including reasonable legal fees) arising out of or in connection with:

- your use of the Platform and Services obtained through your use of the Platform;
- any actions made with your account or Account Access whether by you or by someone else;
- your breach or violation of any of these Terms; or
- your violation of the rights of any third party, including Authorized Providers, other Users, any person on whose behalf you request Services, and/or referred friends. Through the Platform, you may use certain services that are not provided by EILI and that we identify to you for your convenience. To the extent that a service is not provided by EILI, you will be given notice prior to using that service, and if you elect to proceed, you acknowledge and agree that you will be contracting with the service provider and not EILI.

11. Content

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None of the information or materials (collectively, “Content”) available through the Platform is health professional advice, treatment, diagnosis or an endorsement, representation or warranty that any particular method is safe, appropriate, or effective for you. Content is for informational purposes only. It is your responsibility to discuss any Content with your primary care provider or another qualified provider prior to relying on it, and any reliance on Content is at your own risk. Content and material appearing on the Platform could include technical, typographical or photographic errors. EILI does not warrant that any of the materials provided are accurate or current. EILI is not liable for how the company uses any recommendations EILI makes to the company which may affect individual participants.

12. Consent to Receive Electronic Communications

You agree that EILI, and/or the Service Providers may contact you regarding the Programs or any related Services that you inquire about through our website or email. You consent to receive such communications electronically including reminders, confirmation emails, questions about scheduling or services, and Service team communications, updates to these Terms and Conditions, the Privacy Policy, or the Notice of Privacy Practices.

When providing us with your email address and phone number, you represent that they are yours and are up-to-date. You consent to receive texts or emails about the Services you receive to the addresses and numbers provided.

Your consent to conduct actions electronically covers all interactions between you and EILI. If you later decide that you do not want to receive certain future communications electronically, please contact us via the contact information listed below. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from EILI. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

EILI or the Service Providers may need to send you certain communications electronically regarding the Services, from which you may not opt out without discontinuing the Services. These communications include notifications of updates to these Terms and Conditions or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of these Terms and Conditions. If you withdraw your consent to receive communications electronically, certain Services may become unavailable to you.

13. Notices

We may provide notices or other communications to you regarding this Agreement or any aspect of the Platform, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is

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given or posted. Notices sent to us must be delivered by email to support@eiliemotionalintelligence.com.

14. Dispute Resolution and Arbitration

THIS SECTION OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "DISPUTE RESOLUTION AGREEMENT."

By accepting the terms of this Dispute Resolution Agreement, you and the Company (collectively, "Parties") agree that any dispute, claim, or controversy (except those specifically exempted below) arising out of or relating to (i) this Agreement and prior versions of this Agreement, or concerning the existence, applicability, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; and (ii) the use of the Platform or Services (collectively, "Disputes") will be resolved on an individual basis by final and binding arbitration, regardless of its date of accrual. Except as it otherwise provides, this Dispute Resolution Agreement is intended to apply to the resolution of Disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. All claims in arbitration are subject to the same statutes of limitation that would apply in court. By accepting the terms of this dispute resolution agreement, you and the Company mutually agree to waive their respective rights to trial by jury.

The Parties acknowledge that the Agreement may involve international commerce and agree that all issues relating to arbitration or enforceability of this dispute resolution agreement will be governed by the Arbitration Rules of the ADR Institute of Canada, or if unavailable, then the Ontario Arbitration Act (Arbitration Act, 1991, S.O. 1991, c. 17), provided however, that if there is a conflict between the Arbitration Rules or the Ontario Arbitration Act and this Dispute Resolution Agreement, this Dispute Resolution Agreement shall govern. The following terms and procedures shall apply:

Negotiation. Before resorting to arbitration, each of you and EILI will attempt to resolve the Dispute through negotiation, which negotiation may be conducted electronically or virtually at the request of either party. The complaining party (the "Complainant") will first provide the other party (the "Respondent") with a written notice of the dispute (a "Notice of Dispute"). The Notice of Dispute will include (i) the full legal name and contact information of the Complainant, (ii) describe the nature and basis of the claim or dispute in detail, and (iii) set out the specific relief that the Complainant is seeking. If EILI is the Complainant, EILI will send any Notice of Dispute to your last email address that you provided to EILI. If you are the complainant, you will send the Notice of Dispute to the address of our headquarters, which can be found on the Website, prepaid, by registered mail or nationally recognized courier, with proof of receipt requested. The effective date of the Notice of Dispute will be the day that EILI receives it, if sent to EILI, or the day that EILI sends it by email if sent to you.

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Binding Arbitration. If you and EILI are unable to come to a negotiated agreement within 30 days of the effective date of the Notice of Dispute, the Dispute will be finally and conclusively resolved by binding arbitration under the Arbitration Rules of the ADR Institute of Canada. The seat of arbitration will be London, Ontario, Canada and the arbitration may be conducted virtually at the request of either party. The language of the arbitration will be English. The arbitrator will be selected in accordance with the Arbitration Rules, and will be a former judge of Ontario or a senior lawyer licensed to practice law in Ontario and experienced in commercial disputes. There will be no appeal from the decision of an arbitrator except on a question of law. Costs of the arbitrator shall be determined by the arbitrator consistently with costs practice in the Superior Court of Justice in Ontario. To the maximum extent permitted by law, each arbitration shall be individually between two parties at a time, and no arbitrations shall be combined so as to form a class arbitration.

Enforceability/Law. Any question that must be put to a court pertaining to a Dispute shall be put to the courts of Ontario located in London, Ontario or the Federal Courts of Canada located in Toronto, Ontario. If this Section 14 is found to be unenforceable in whole or in part, then the exclusive jurisdiction and venue provisions of Sections 15 and 16 shall govern. Any party may obtain an order reflecting a decision or order of the arbitrator in any court of competent jurisdiction.

Each party will pay the fees for its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. In all cases where required by law, the Company will pay the arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the Parties in accordance with said applicable law. Any disputes regarding whether the Company is required to pay the arbitrator's and arbitration fees and/or how those fees are to be apportioned between the Parties will be resolved by the arbitrator.

The arbitrator shall issue orders (including subpoenas to third parties for pre-hearing discovery) allowing the parties to conduct discovery sufficient to allow each party to prepare its claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.

The arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the provincial or federal substantive law, or both, as is applicable.

Either party shall be permitted to file a motion to dismiss and/or motion for summary judgment and the arbitrator will apply the standards of the Rules of Civil Procedure governing such motions.

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The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision or award in any court of competent jurisdiction.

A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this Dispute Resolution Agreement. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

Nothing in this Dispute Resolution Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Dispute Resolution Agreement. This Dispute Resolution Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Dispute Resolution Agreement. Nothing in this Dispute Resolution Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration.

Mass Arbitration. To the extent permitted by applicable law, to increase efficiency of resolution, in the event 25 or more arbitration demands of a similar nature are filed against the Company, presented by or with the assistance or involvement of the same law firm or organization, the Parties agree that this will constitute a "Mass Arbitration" and the following terms and procedures shall apply:

The Parties shall cooperate to group the arbitration demands into randomized batches of no more than 100 demands per batch. To the extent there are fewer than 100 arbitration demands left over after the batching previously described, a final batch shall consist of the remaining demands.

Claimants' counsel shall organize and present the batched demands to the arbitration provider in a format as directed by the arbitration provider.

The arbitration provider shall treat each batch of demands as one case, with each case having one demand for arbitration, one appointed arbitrator, and one set of administrative documents, and administrative and filing fees per batch.

A separate arbitrator will be appointed to, and administrative and filing fees assessed for, each batch of demands.

The Parties agree that arbitration demands are of a "similar nature" if they arise out of or relate to a similar factual scenario and raise the same or similar legal issues and seek the

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same or similar relief. You agree to cooperate in good faith with the Company and the arbitration provider to implement such a batch approach to resolution and fees. Disagreements over the applicability of this batch arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. Notwithstanding any provision in the Agreement to the contrary, batch arbitrations shall take place in London, Ontario, Canada.

Optional Pre-Arbitration Dispute Resolution and Notification. Before initiating arbitration, you and the Company may first attempt to resolve any Disputes informally for 30 days, unless this time period is mutually extended by the Parties. The informal negotiations begin upon receipt of written notice from one party to the other ("Notice of Dispute"). The Notice of Dispute must: (i) include the full name and contact information of the complaining party; (ii) describe the nature and basis of the dispute, claim, or controversy; and (iii) set forth the specific relief sought. The Company will send its Notice of Dispute to your billing or email address. You will send your Notice of Dispute to: Emotional Intelligence Leadership Institute, 192 Dundas Street, London, N6A 1G7, Ontario, Canada. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible as a result of its use in the negotiation.

Application to Third Parties. This Dispute Resolution Agreement shall be binding upon, and shall include any claims brought by or against any third parties, including but not limited to your spouses, heirs, third-party beneficiaries and assigns, where their underlying claim(s) arise out of or relate to your use of the Platform or Services. To the extent that any third-party beneficiary to this Agreement brings claims against the Parties, those claims shall also be subject to this Dispute Resolution Agreement.

Right to Opt Out of Arbitration. You may opt out from this Dispute Resolution Agreement within 30 days after you first access or use the Platform by sending written notice of your decision to opt-out to support@eiliemotionalintelligence.com, using the subject line "Arbitration Opt-Out." Please state that you are opting out of this Dispute Resolution Agreement and Class Action Waiver and provide your name and address. If you opt out of this Dispute Resolution Agreement and Class Action Waiver within the 30-day period, neither you nor EILI will be required to arbitrate disputes and may instead litigate those disputes without regard to this Dispute Resolution Agreement and Class Action Waiver. Should you not opt out of this Dispute Resolution Agreement and Class Action Waiver within the 30-day period, you and EILI shall be bound by the terms of this Dispute Resolution Agreement and Class Action Waiver. You have the right to consult with counsel of your choice concerning this Dispute Resolution Agreement and Class Action Waiver.

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Survival. This Dispute Resolution Agreement survives after the termination or expiration of the Parties' relationship.

15. Governing Law

This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.

16. Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement that are not resolved in accordance with Section 11 shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17. Termination, Effect of Termination

On notice to you, EILI may immediately, at any time and for any reason, terminate your access to the Platform and/or your participation in any Programs or Services, or cease providing the Platform or any portion of the Platform and/or any Programs or Services. EILI has the right to select the means by which it gives you notice. These Terms will continue to apply so long as you continue to have access to the Platform or participate in any Programs or Services, notwithstanding that you or EILI choose to terminate your use of one but not all (or only a portion) of the Platform and Programs or Services. On termination of your Account, EILI will have no further obligation to provide you with access to the Platform, except to the extent that EILI has an obligation to provide you with access to certain personal information by law. You may close your Account at any time, for any reason.

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18. General Provisions

Entire Agreement These Terms, including any other additional terms and conditions referenced herein (collectively, the “Additional Terms”), constitute the entire agreement and understanding of EILI and you with respect to their subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding the subject matter. In the event of a conflict between these Terms and the terms and conditions contained in any Additional Terms, the terms and conditions in the Additional Terms shall control unless otherwise expressly stated.

Governing Law These Terms are governed by the laws of Ontario and the laws of Canada applicable therein, excluding any conflict of laws that would lead to the application of any other laws. By accessing the Platform, you agree that any disputes or matters arising from, connected with, or related to these Terms will be brought to Arbitration located in the City of London, Ontario.

Non-assignment These Terms are not assignable, transferable, or to be sublicensed by you except with EILI’s prior written consent. EILI may freely assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Links to External Websites We may provide links on the Platform to other websites or resources including those operated by parties other than EILI for your convenience. EILI is not responsible for the availability of such external websites or resources, does not endorse or accept responsibility for the content of such external websites or resources, and has no responsibility for or control over the terms of use or privacy policy of the operators of the external websites or resources. You access and view any third party websites or resources at your own risk. For clarity, EILI is not responsible even where we link you to those resources or refer you for your convenience.

Use of Non-Identifiable Data If your non-identifiable data are used for research purposes, then the limitation of liability and indemnity clauses contained within all End User License Agreements/Terms of Service Agreements are waived with respect to any harms suffered or liabilities incurred as a result of any research activities.

Headings The paragraph headings in this Agreement are solely for the sake of convenience and will not be applied in the interpretation of this Agreement.

Severability If any provision in these Terms is held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

Survival To clear any doubt, all clauses regarding arbitration, limitations of liabilities, and indemnification shall survive the termination or expiration of this Agreement.

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Contact Us If you have questions about the Platform or its use, you can contact Support by sending an email to support@eiliemotionalintelligence.com