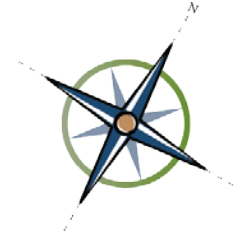


Organizational Excellence Specialists



Organizational Excellence Specialists Inc (OES) User Agreement

THE FOLLOWING DESCRIBES THE TERMS OF USE FOR OES PRODUCTS AND SERVICES.

The User means an individual who is permitted to use product that is purchased from OES (“OES” or the “Corporation”). The User Agreement (the "Agreement" or "User Agreement") for OES provides the terms and conditions related to the use of OES product and services (the “Product”). OES may amend this Agreement at any time by forwarding the amended terms to the User.

1.0 Permitted Uses.

In using product provided by OES, the User will

- Comply with all laws;
- Comply with the CMC-Canada code of professional conduct;
- Comply with notices provided by OES; and
- Notify OES about any security breach related to the product.

2.0 Fees.

Reading and using the Organizational Excellence Framework (OEF) for the purpose of the User’s own professional development is available at no charge. Affiliated product is available from OES for a fee plus applicable taxes. Unless otherwise stated, all fees are quoted in Canadian Dollars. Currency exchange settlements are based on the rates set by the payment method provider.

3.0 Standard Purchase Terms

OES hereby grants the User permission to use the purchased product according to the following terms:

- The User is permitted to use the product as is;
- The User may modify the product for the purpose of customization;
- The User may not distribute or resell the product in its source form;
- The User must retain, in the modified product or any derivative works that are used, all copyright, patent, trademark, and attribution notices from the source form of the work;
- The User may not use the trade names, trademarks, service marks, or product names in the original product, except as required for reasonable and customary use in describing the origin of the work;

- All copyright and other intellectual property rights related to the product, are retained by the author and are permitted by OES; and
- The User may use the product at their own risk. OES will have no liability to the User or to any third party as a result of the use of the product and the User will indemnify and hold OES harmless from any claims related to the use of the product.

4.0 Forbidden Uses.

In using the product provided by OES, the User may not:

- Use the product in any way that harms OES or its affiliates, resellers, distributors and/or sellers (collectively, the "OES parties"), or any customer of an OES party;
- Engage in, facilitate, or further unlawful conduct;
- Damage, disable, overburden, or impair the product (or the networks connected to the product); and
- Use any portion of the product as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam").

5.0 Contact Information.

"Contact Information" is defined as any information the User provides to OES in the registration and purchase process. The User is solely responsible for providing notice to OES of any change to this information.

6.0 No Warranty.

OES and (as applicable) parent, subsidiaries, officers, directors, employees and suppliers provide the product "as is" and without any warranty or condition, express, implied or statutory. OES and (as applicable) parent, subsidiaries, officers, directors, employees and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

7.0 Indemnity.

The User agrees to indemnify and hold OES and (as applicable) parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the User's breach of this Agreement or the product it incorporates by reference, or the User's violation of any law or the rights of a third party.

8.0 Payment and Refunds

The User makes payment for the product by PayPal or other method approved by OES. There is no refund for the product purchased.

9.0 Copyright Act.

It is OES's policy to respond to notices of alleged infringement of the Copyright Act. OES will promptly terminate without notice any User's access to OES product if that User is determined by OES to be an "infringer."

10.0 Endorsements and Testimonials of Advertising

In giving endorsements and/or testimonials of OES, OEF, and/or its product, the User must comply with all applicable laws. By sending the Corporation any comments, endorsements, testimonials or related correspondence, the User grants the Corporation the right and license to use, modify, publicly perform, display, reproduce and distribute such correspondence for marketing or other lawful purposes.

11.0 Modification to Services

The Corporation reserves the right at any time to modify or discontinue, temporarily or permanently, the Product or any part thereof with or without notice. The User agrees that the Corporation shall not be liable to the User or to any third party for any modification, suspension or discontinuance of the Product.

12.0 Termination Provisions

The User acknowledges and agrees that the Corporation may, in its sole discretion, terminate the User's access to the Product for any reason, including, without limitation, the User's breach of this User Agreement. The User understands and agrees that the Corporation is not required, and may be prohibited from, disclosing to it the reason for termination of its access to the Product. The User acknowledges and agrees that any termination of its access to the Product may be effected without prior notice, and acknowledges and agrees that the Corporation may immediately deactivate or delete its user account and bar any further access to the Product. Further, the User acknowledges and agrees that the Corporation will not be liable to it or any third party for any costs or damages of any kind for or resulting from the User's access to the Product.

All provisions of this User Agreement shall survive termination, including but not limited to ownership provisions, warranty disclaimers, indemnity and limitations of liability.