

TERMS OF SERVICE

Last updated: July 15, 2025

This Terms of Service (“**TOS**”) is entered into between you and SSEK Education Inc. d.b.a. Product Development Career Secrets (“**PDCS**”) and applies to PDCS services, including but not limited to the PDCS website www.productdevelopmentcareersecrets.com and its subdomains (“**Website**”), and associated web-based applications, including but not limited to courses provided by PDCS through www.thinkific.com (“**Applications**”), and any other product or service to which we apply this TOS (collectively, the “**Service**”).

BY CLICKING “I AGREE” OR SIMILAR CONFIRMATION OR BY PURCHASING A SUBSCRIPTION (EITHER DIRECTLY OR THROUGH A THIRD-PARTY) THAT REFERENCES THE TOS OR BY USING THE SERVICE YOU ARE AGREEING TO BE BOUND BY THE TOS.

IF YOU ARE PURCHASING OR USING THE SERVICE ON BEHALF OF AN ORGANIZATION, “YOU” AND “YOUR” IN THE TOS REFER TO THE ORGANIZATION AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION TO THE TOS AND ARE AGREEING TO THE TOS FOR THAT ORGANIZATION.

1. DESCRIPTION OF THE SERVICE

PDCS provides on demand webinars, videos and live interactive educational sessions on business and career development for a wide range of audiences such as entrepreneurs, leaders, business professionals and other interested parties. As part of the Service, PDCS may provide you various educational materials including but not limited to quizzes, tests, reflection questions, articles, news, and other information in a variety of formats (“**Materials**”).

2. ACCESS TO THE SERVICES

2.1 Subscription. PDCS hereby grants you: (a) a non-transferrable, limited subscription to access and use free portions of the Website and paid portions of the Service pursuant to a paid subscription (collectively, the “**Subscription**”); and (b) a non-sublicensable, non-transferrable, revocable, limited license to download the Materials for personal educational purposes only and to print no more than one copy of the Materials, provided that no modifications are made to the Materials (except that you may complete any template Materials that are provided with instructions requesting completion).

2.2 Access. You must be: (a) a resident of Canada or the United States of America; and (b) at least 18 years old or the age of majority in your jurisdiction (whichever is older), in order to use the Service. By accessing or using the Service you hereby represent and warrant that you have the right and authority to enter into and comply with this TOS.

2.3 Accounts and Login Information. Access to certain courses provided as part of the Service may require you to register an account with Thinkific.com (“**Thinkific**”), a third-party online course provider (an “**Account**”). Thinkific may require you to submit your name and email address and select a username and password (“**Login Information**”) as part of registering an Account. You are solely responsible for managing and ensuring the security, confidentiality and authorized use of your Login Information and are prohibited from sharing your Login Information or your Account. PDCS strongly recommends that you keep your Login Information confidential, and you shall notify PDCS promptly of unauthorized access or use of your Account. If PDCS, in its sole discretion, considers your Account to be unsecure or to have been used inappropriately, then PDCS may immediately cancel the Account without any notice to you.

2.4 Third Party Services. PDCS may integrate third party software and services into the Service (“**Third Party Services**”), including but not limited to Thinkific. In addition to the TOS, providers of Third Party Services may impose their own set of terms applicable to the use of such Third Party Services. Failure to agree to or comply with terms governing such Third Party Services may render the Service inoperable, limit Service functionality or create restrictions on your ability to access the Service. Third Party Services may also collect personal data about your online activities over time and across different websites and services. We strongly recommend that you read the terms and privacy policies of Third Party Services before using the Service. You may obtain additional information on Third Party Services by reviewing our Privacy Policy (linked below) or by contacting support@productdevelopmentcareersecrets.com with the subject line “TOS – Third Party Services”. PDCS makes no representations or warranties regarding Third Party Services or continued availability of software integration with Third Party Services. You agree that PDCS is not liable for any claim, loss or damage relating to Third Party Services.

2.5 Privacy Compliance. Use of the Service is governed by a Privacy Policy detailing how PDCS collects, uses and discloses personal data about you and is available at www.productdevelopmentcareersecrets.com/privacy-policy. You must agree to the Privacy Policy in order to use the Service. You represent and warrant that your use of the Service complies with applicable privacy laws and you are permitted to share personal data you choose to share with PDCS. If at any time you disagree with the Privacy Policy, you shall immediately stop use of the Service and contact PDCS by email at support@productdevelopmentcareersecrets.com with the subject line “TOS – Privacy Inquiry”.

3. FEES AND PAYMENT

3.1 Fee. The scope of the paid Subscription, including associated fees (“**Fees**”) and additional terms are agreed to between you and PDCS prior to PDCS granting you the paid Subscription and providing associated Services. In order to grant you the Subscription, PDCS may require prior payment in full or a deposit. For recurring Fees, PDCS may increase the Fee upon at least 14 days’ notice, such increase to take effect on the subsequent Fee billing cycle.

3.2 Payment. You shall provide PDCS with a valid method of payment acceptable to PDCS. You shall immediately notify PDCS of any change to your payment information. PDCS, or any third party acting on its behalf, is authorized and has the right to automatically charge the Fee using

the payment method you provided. Payments are processed by authorized third-parties in accordance with our Privacy Policy.

3.3 Taxes. The Fee excludes any taxes, duties and other charges, which you are obligated to pay. In the event that PDCS pays or collects taxes or related charges on your behalf, you shall pay PDCS the applicable amount, which you shall pay on the same terms as the Fee.

3.4 Failure to Pay. Failure to pay the Fees in a timely manner may result in PDCS suspending or terminating your access to the Service until you pay any due and outstanding Fees. PDCS reserves the right to charge interest on any overdue Fee.

3.5 Cancellation. You may cancel the Service by providing PDCS at least 20 business days prior written notice by emailing support@productdevelopmentcareersecrets.com with “Cancellation” as the subject line. Upon cancellation, you remain liable for all charges accrued up to the date of cancellation and you shall not receive a refund for any Service already performed, partially or in full.

3.6 Suspension. PDCS or agents of certain Third Party Services may suspend or terminate your access to the Service and/or Account, without notice or refund, at any time and for any reason (or for no reason) including but not limited to technical issues or non-compliance with the TOS or the terms of the Third Party Services. Reinstatement of your access to the Service or your Account is at the sole discretion of PDCS or the Third Party Services, as applicable.

3.7 Refunds. PDCS does not provide refunds for the Service. In certain limited circumstances, including where required by law, contractual obligation or in PDCS’ sole direction, PDCS may provide you a refund if: (a) the Services are not yet performed or delivered (partially or in full); and (b) you provide notice of cancellation pursuant to Section 3.5, in which case PDCS shall provide a 50% refund for the Fees paid for the applicable cancelled Services. If you believe that you are entitled to a refund, you may request a refund by emailing PDCS at support@productdevelopmentcareersecrets.com including the email header “REFUND REQUEST” and describing in the body of the email how you qualify for a Refund and other relevant details of your request.

4. TERM AND USE OF THE SERVICE

4.1 Term. Unless otherwise specified in writing by PDCS, these TOS are effective when you first use or access the Service and continue until terminated in accordance with section 4.3 below (“Term”).

4.2 Authorized Use. PDCS is dedicated to providing the Services to everyone interested in learning more about career development and will not tolerate any form of discrimination, hate speech or any forms of hate crime. During your use of the Service, you shall not:

- a. knowingly provide false or inaccurate information to PDCS;
- b. decompile, disassemble or reverse engineer the Service;

- c. use the Service in any manner that violates the TOS;
- d. export or share content provided by PDCS outside the Service unless explicit written consent is provided;
- e. misrepresent or misuse the affiliation or any trademark of PDCS;
- f. use any automated system (bot, spider or any similar technology) to access the Service;
- g. reproduce, rearrange, modify, change, alter, translate, create derivative works from, display, perform, publish, or distribute the Materials or the Service;
- h. break, disrupt or attempt to break or disrupt any device used to support the Service or other's experience of the Service or knowingly exploit a flaw or bug in the Service;
- i. store or transmit material that is infringing, libellous, unlawful or in violation of any person's rights or a group of people's rights;
- j. use the Service to provide information or data to a competitor of PDCS;
- k. harass, abuse, stalk, threaten or impersonate any person or group of people, including any PDCS contractor, employee or agent;
- l. use hate speech, hate terms, homophobic speech, homophobic terms, transphobic speech, transphobic terms, racist speech, racist terms or any other words or symbols that signify hate towards any person or group of people, including derogatory comments against minority communities;
- m. sell, rent, lease or sublicense the Service or access thereto, unless expressly permitted by PDCS;
- n. promote, encourage or undertake illegal activity; or
- o. infringe or violate third-party rights including but not limited to: (i) contractual rights; (ii) copyright, patent, trademark or trade secret rights; (iii) privacy rights; (iv) publicity rights; or (v) confidential information,

as determined by PDCS in its sole and absolute discretion.

4.3 Termination. The Agreement terminates upon the earliest of:

- a. your failure to pay any overdue Fees within 10 business days after receipt of notice from PDCS;

- b. your non-compliance with the TOS and/or Privacy Policy and failure to remedy such non-compliance after receiving notice;
- c. at your option, pursuant to Section 3.5 of the TOS;
- d. immediately, upon PDCS ceasing to offer the Service and that may occur at any time without notice; or
- e. at your option, when you deliver a written notice to support@productdevelopmentcareersecrets.com with the subject line “TOS – Termination Request”, requesting termination of your access to the free portions of the Service and/or Website.

4.4 Effect of Termination. Upon suspension or termination, you acknowledge and agree that PDCS shall immediately cease your access to the Service. PDCS may store data related to your Account and associated data after the date of Termination in accordance with our Privacy Policy, after which PDCS may permanently delete all data related to your Account, subject to the terms of Third Party Services.

5. HYPERLINKS

The Service may include links to external websites or applications which are provided to you solely as a convenience and for your interest. PDCS is not responsible for and does not endorse any of these third-party links or the content therein. Your access to any of the external links in the Service is done so entirely at your own risk and you agree that PDCS is not liable for any harm caused by your access to the links.

6. OWNERSHIP RIGHTS

6.1 PDCS’ Rights. All right, title and interest in and to the Materials and the Service including but not limited to copyrights, patents, trademarks, trade secrets, trade names, computer code (source and object), as well as presentations, recordings, slides, blogposts, educational videos, educational content, concepts, settings, and themes are owned by or licensed to PDCS. PDCS reserves all rights in the Service. The TOS does not grant you any right, title or interest in, or constitute the sale of any right to, the Service or any related products. Your rights in the Service are limited to your Subscription.

6.2 User Rights; License. You retain ownership of all right, title and interest in information or content you may provide to PDCS as part of the Service (“**User Content**”). The TOS does not convey any right, title or interest in, or constitute the sale of any right to, User Content, and you represent and warrant that all consents, licenses and rights necessary to license User Content are obtained prior to the sharing any of User Content with PDCS. PDCS shall not use or access User Content stored with us except when you request that PDCS use User Content in order to facilitate your use of the Service and only as reasonably limited by your request, and in such cases you hereby grant PDCS a limited and revocable license to User Content under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property

rights you own or control to use, display, modify, record, translate, transmit or otherwise exploit in order to facilitate the provision of the Service to you and no more.

6.3 Third Party Rights. All right, title and interest in and to the Third Party Services including but not limited to copyrights, patents, trademark, trade secrets, trade names, computer code (source and object), are owned by or licensed to the respective Third Party Services providers. The TOS does not convey any right, title or interest in, or constitute the sale of any right to, the Third Party Services.

6.4 Feedback; Survey. Unless otherwise agreed to in writing, PDCS may use your name and other communications (only where you have provided us with your explicit written consent) in PDCS marketing and promotional materials in the limited context of surveys, reviews, rating and comments that you provided PDCS through the Service (“**Feedback**”). By submitting Feedback, you agree that: (a) your disclosure is voluntary, free, unsolicited, and without restriction; (b) your Feedback does not contain the confidential or proprietary information of third parties; and (c) we are free to use the Feedback without any compensation to you and to disclose the Feedback on a non-confidential basis or otherwise to anyone.

7. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

7.1 DISCLAIMER. THE SERVICE IS PROVIDED TO YOU “AS IS” AND PDCS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, “**REPRESENTATIVES**”), DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR COMPLIANCE WITH LAWS WITHIN YOUR JURISDICTION. WITHOUT LIMITING THE FOREGOING, PDCS MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SERVICE WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS HELD BY A THIRD PARTY. FURTHER AND WITHOUT LIMITING THE FOREGOING, PDCS AND ITS REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE, SERVICES PERFORMED AND MATERIALS PROVIDED BY PDCS OR OTHER THIRD PARTIES, WILL COMPLY WITH APPLICABLE LAWS WITHIN YOUR JURISDICTION, MEET YOUR REQUIREMENTS, NOT CAUSE DAMAGE OR HARM TO YOU, YOUR PROPERTY, USER CONTENT OR PROPERTY OF OTHERS, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ERROR FREE OR WILL NOT HARM YOUR COMPUTER OR MOBILE DEVICE OR RESULT IN LOST DATA. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY PDCS AND ITS REPRESENTATIVES WILL CREATE ANY WARRANTY AND YOU SHALL NOT RELY EXCLUSIVELY UPON SUCH ADVICE OR INFORMATION. YOU BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SERVICE.

7.2 LIMITATION OF LIABILITY. PDCS AND ITS REPRESENTATIVES SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICE OR THIRD-PARTY SERVICES, INCLUDING

WITHOUT LIMITATION DIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. TO THE EXTENT THAT THE ABOVE LIMITATION OF LIABILITY IS NOT APPLICABLE IN YOUR JURISDICTION, ANY CLAIM THAT YOU MAY HAVE AGAINST PDCS AND/OR THE REPRESENTATIVES MUST BE COMMENCED NO LATER THAN 6 MONTHS AFTER THE DAY ON WHICH THE CLAIM IS DISCOVERED OR OUGHT TO HAVE BEEN DISCOVERED BY YOU.

7.3 MAXIMUM AGGREGATE LIABILITY. NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TERMS OR WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES AND, IF ANY DISCLAIMER OR LIMITATION OF LIABILITY IS FOUND UNENFORCEABLE, VOID OR DOES NOT FULLY SHIELD PDCS AND ITS REPRESENTATIVES FROM LIABILITY, YOU AGREE THAT PDCS' (AND ITS REPRESENTATIVES') MAXIMUM AGGREGATE LIABILITY IN ANY CASE WHATSOEVER WILL BE THE TOTAL AMOUNT PAID BY YOU TO PDCS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE HARM IN QUESTION.

7.4 INDEMNITY. YOU REPRESENT AND WARRANT, WITH RESPECT TO USER CONTENT, THAT SUCH RIGHTS GRANTED TO PDCS ARE FREE AND CLEAR, AND THAT YOU HAVE THE FULL POWER TO GRANT SUCH RIGHTS, AND THAT USER CONTENT DOES NOT VIOLATE INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHT OF ANY THIRD PARTY, NOR WILL THE USE OF USER CONTENT BY PDCS VIOLATE ANY SUCH RIGHT. YOU SHALL INDEMNIFY AND HOLD HARMLESS PDCS AND ITS REPRESENTATIVES AGAINST ANY CLAIM, DEMAND, SUIT OR PROCEEDING MADE OR BROUGHT AGAINST PDCS AND ITS REPRESENTATIVES IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING CLAIMS THAT PDCS, THE SERVICE, OR YOU: (A) INFRINGE OR MISAPPROPRIATE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (B) VIOLATE ANY APPLICABLE LAW, INCLUDING ANY FAILURE TO OBTAIN THE REQUIRED LEGAL DOCUMENTATION, INCLUDING APPLICABLE CONSENT DOCUMENTATION, PRIOR TO USING THE SERVICE; (C) CAUSE BODILY HARM OR DEATH; (D) VIOLATE THE TERMS OF A THIRD-PARTY AGREEMENT TO WHICH YOU ARE BOUND; OR (E) COMMIT AN ACT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. YOUR OBLIGATION TO INDEMNIFY PDCS AND ITS REPRESENTATIVES ARISES SO LONG AS PDCS: (X) PROMPTLY GIVES WRITTEN NOTICE OF THE CLAIM AGAINST PDCS; (Y) GIVES YOU SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF THE CLAIM EXCEPT THAT YOU SHALL NOT ENTER ANY SETTLEMENT OR DISPOSITION THAT ATTRIBUTES LIABILITY OR CONFERS A FINANCIAL OBLIGATION ON PDCS WITHOUT PDCS' ADVANCE WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED; AND (Z) GIVES ALL REASONABLE ASSISTANCE, AT YOUR EXPENSE.

8. DISPUTE RESOLUTION

8.1 Initial Dispute Resolution. Most disputes between you and PDCS can be resolved without resort to legal action. If you have any dispute with PDCS, you agree that you will contact us at support@productdevelopmentcareersecrets.com with the subject line "TOS – Dispute", and

provide a brief, written description of the dispute and your contact information. You and PDCS agree to use commercially reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

8.2 Binding Arbitration. If the parties cannot come to a resolution within 30 days after the time an informal dispute resolution is initiated, you agree to that any disputes or claims between you and PDCS, including the Representatives, shall be resolved by confidential, final and binding arbitration to be conducted in British Columbia and administered by the Vancouver International Arbitration Centre. The arbitration shall be commenced and conducted in accordance with its International Arbitration Rules (the “**Rules**”). Your arbitration fees and your share of the arbitrator’s compensation shall be governed by and, where appropriate, limited by the Rules. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS LIMITED BY APPLICABLE LAW.

9. GENERAL

9.1 No Joint Relationship. Nothing in the TOS shall be construed to create any joint partnership, joint venture, employer-employee or agency relationship between you and PDCS.

9.2 Governing Law. The TOS and Privacy Policy are governed by the laws of the province of British Columbia and the laws of Canada, without reference to principles of conflicts of laws. The parties irrevocably attorn to the jurisdiction of the appropriate provincial and federal courts of the province of Vancouver, British Columbia to hear any proceedings related to the TOS or Privacy Policy.

9.3 Severability and Waiver. If any provision of the TOS or Privacy Policy is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law with remaining provisions of the TOS in full force and effect. No failure or delay by a party in exercising any right, power or remedy under the TOS constitutes a waiver.

9.4 Force Majeure. Except for any Fee payment obligations, neither you nor PDCS shall be liable for failure to perform any obligation under the TOS to the extent such failure is caused by a force majeure event (including acts of God, epidemics, pandemics (including government-imposed recommendations and restrictions due to a pandemic), natural disasters, war, civil disturbance, action by a government entity, strike, and other causes beyond reasonable control). The party affected by the force majeure event shall provide notice to the other party within a commercially reasonable time and shall use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event shall be performed as soon as reasonably possible when the force majeure event concludes.

9.5 Assignment. PDCS may assign the TOS without your consent or notice to you. You cannot assign the TOS.

9.6 Survival. Sections 2.4, 3.7, 4.3, 4.4, 5, 6, 7, 8, and 9 survive termination of the TOS.

9.7 Entire Agreement. The TOS, together with the Privacy Policy, constitute the entire agreement between you and PDCS with respect to the subject matter hereof and supersedes any prior oral or written agreements, communications, representations or undertakings provided. In the event of a conflict between the TOS and any other agreement between you and PDCS, the TOS governs, unless PDCS provides otherwise.

9.8 Updates. PDCS reserves the right to modify the TOS at any time (each, an “**Update**”) and shall make each Update available on the Website. You are deemed to accept any Update by continuing to use the Service. Unless PDCS states otherwise, an Update is automatically effective 30 days after posting on the Website.