

Terms of Use ("Terms")

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These Terms of Use ("Terms", "Terms of Use") apply to your use of all of the Sites and services owned, hosted, or operated by Coach Gusty Business Excellence, Augustine Yaskowich, Gusty Yaskowich, Coach Gusty (collectively "the Company"), including but not limited to the following:

<http://www.coachgustybusiness.com> website, <http://www.coachgustyspeaks.com> website, <http://www.coachgustyexecutive.com> website, www.hypergrowth.guru website, www.peoplesuccessassessment.com website; www.peoplesuccessblueprint.com and HyperGrowth Entrepreneur Mag App, HyperGrowth Entrepreneur Buzz App (collectively the "Sites")

These terms of use also apply to any other site that we have owned or operated, do own and operate or may own or operate in the future including social media sites (collectively, the "Sites"). Unless we say otherwise, all references to the Sites in these terms of use include all such Sites. These terms of use do not apply to your use of unaffiliated Sites to which any of the Sites may link to or direct you to.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

The terms and conditions set forth in these Terms of Use, as well as our [Privacy Policy](#), constitute the entire agreement between the Company, by and on behalf of its subsidiaries and affiliates, and users and members of the Sites. By using the Sites, you signify that you have read, understand and agree to be bound by these Terms of Use. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the Terms of Use's effective date. Your continued

use of Sites after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access Sites. It is your responsibility to regularly review these Terms of Use.

You agree to use the Sites only for purposes that are permitted by these terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from Canada or other relevant countries). Subject to your performance of all of the provisions of these Terms of Use, the Company hereby grants you a limited, terminable, non-transferable, personal, non-exclusive license to access and use the Sites and the Services solely as provided herein. You may download material displayed on the Sites for non-commercial, personal use only, provided you also retain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, modify, broadcast, publicly perform, transmit, reuse, re-post, or use the content of the Sites for public or commercial purposes, including the text, images, audio, and video without the Company's prior written permission. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with the Company. Your right to use the Sites is not transferable. You acquire no rights or licenses in or to the Sites and materials contained therein other than the limited right to access and utilize the Sites in accordance with these Terms of Use

Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

The Company has the right but not the obligation to monitor and edit all content provided by users.

In addition, Content found on or through this Service are the property of the Company or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Indemnification

You agree to defend, indemnify and hold harmless the Company and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

User Representations and Warranties

By using the Sites, you represent, warrant and covenant that you: (i) have the power and authority to enter into and be bound by the Terms of Use; (ii) shall not use any rights granted hereunder for any unlawful purpose; (iii) shall use the Sites only as set forth in these Terms of Use; and (iv) are eighteen years of age or older. If you are under the age of 18, you are not allowed to use the Sites.

You agree not to access (or attempt to access) any of the services available on the Sites (the "Services") by any means other than through the interface that we provide, unless you have been specifically allowed to do so in a separate agreement with us. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including, without limitation, use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

Intellectual Property

You acknowledge that the Sites have been developed, compiled, prepared, revised, selected and arranged by the Company and others through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of the Company and others. It is our policy to enforce our intellectual property rights to the fullest extent permitted under law. The trademarks, logos and service marks ("Marks") displayed on the Sites are the property of the Company or third parties and cannot be used without the written permission of the Company or the third party that owns the Marks. The Site is also protected as a collective work or compilation under Canada copyright and other foreign and domestic laws and treaties. Users are prohibited from using (except as expressly set forth herein), transferring, disposing of, modifying, copying, distributing, transmitting, broadcasting, publicly performing, displaying, publishing, selling, licensing, or creating derivative works of any content on the Sites for commercial or public purposes. Nothing contained herein shall be construed by implication, estoppel or otherwise as granting to the user an ownership interest in any copyright, trademark, patent or other intellectual property right of the Company or any third party. The Company exclusively owns all worldwide right, title and interest in and to all documentation, software, contents, graphics, designs, data, computer codes, ideas, know-how,

"look and feel," compilations, magnetic translations, digital conversions and other materials included within the Sites and related to the Sites and all modifications and derivative works thereof, and all intellectual property rights related thereto.

Copyright Infringement Policy

The Company respects the rights of all copyright holders and in this regard, the Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company's Copyright Agent the following information: A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; a description of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; your address, telephone number, and email address; a written statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The Company's Copyright Agent for notice of claims of copyright infringement can be reached as follows: 178, 918 Albert St. Regina SK Canada S4R 2P7 Attn: Copyright Agent. The Company will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act.

User Conduct

You agree that you will not engage in any activity that interferes with or disrupts the Sites or the Services (or the servers and networks which are connected to the Services) or use any service to manipulate your CPU to gain distinct advantage on any of our programs.

Unless you have been specifically permitted to do so in a separate agreement with us, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

Please note that at any time, we may, in our sole discretion, terminate our legal agreement with you and deny you use of our Services if:

(A) you have breached any provision of these terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these terms);

or

(B) we are required to do so by law (for example, where the provision of our services to you is, or becomes, unlawful); or

(C) the partner with whom we offered the Services to you has terminated its relationship with us or ceased to offer their services to you; or

(D) we are transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or

(E) the provision of the Services to you is, in our opinion, no longer commercially viable.

You further agree that your use of the Services shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree not to use the Service in order to:

- post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual, hateful or otherwise objectionable
- post spam links, and/or personal referral links in an aggressive, wanton, or otherwise inappropriate fashion both on or on any other public site on the web
- defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable
- upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service, other users' computers, or the access to or functionality of the Sites

- violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity)
 - attempt to obtain passwords or other private information from other members
 - improperly use support channels or complaint buttons to make false reports to the Company
- develop, distribute, or publicly inform other members of "auto" software programs, "macro" software programs or other "cheat utility" software program or applications in violation of the applicable License Agreements
 - exploit, distribute or publicly inform other members of any error, miscue or bug that gives an unintended advantage
 - violate any applicable laws or regulations, or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services

Accounts that have not been logged into for six months or more are deemed inactive and earned in these accounts are null and void.

If you violate the Terms, the Company reserves the right in its sole discretion to issue you a warning regarding the violation or immediately terminate or suspend any or all accounts you have created using the Services. You agree that the Company need not provide you notice before terminating or suspending your account(s), but it may do so at any time. Any account or accounts that are terminated shall be deemed null and void and any and all information relating to such account(s) shall revert to or become the sole property of the Company, including but not limited to ™ virtual currency or any points, prizes, awards or credits, regardless of monetary value, except to the extent prohibited by applicable law.

The Company reserves the right to refuse access to the Services without notice for any reason, including, but not limited to, a violation of the Terms. You agree that may discontinue the

Service or change the content of the Service at any time, for any reason, with or without notice to you, without liability.

Communications Channels

The Services may include communication channels such as forums, communities, or chat areas ("Communication Channels") designed to enable you to communicate with other Service users. The Company has no obligation to monitor these communication channels but it may do so in its sole discretion and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. The Company may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by the Company, and these communications should not be considered reviewed or approved by the Company. The Company will not under any circumstances be liable for any activity within Communication Channels.

You agree that all your communications with the Communication Channels are public, and thus you have no expectation of privacy regarding your use of the Communication Channels. The Company is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

Disclaimer of Warranties; Limitation of Liability; Indemnification

You agree that your use of the Services shall be at your sole risk. Subject to your rights under any Consumer Law referred to below and to the maximum extent permitted by law and unless restricted or prohibited by law, the Company, its officers, managers, directors, employees, and agents disclaim all guarantees, warranties and conditions, express or implied, in connection with the Services, the Sites and your use thereof including implied guarantees or warranties of title, merchantability or acceptable quality, fitness for a particular purpose or non-infringement, accuracy, authority, completeness, usefulness, and timeliness. Subject to your rights under any Consumer Law referred to below and to the fullest extent permitted by law, the Company makes no warranties, conditions or representations about the accuracy or completeness of the

content of the Services of the content of any sites linked to the Services and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury (including death) or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Services, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services.

Subject to your rights under any Consumer Law referred to below and to the maximum extent permitted by law, and unless restricted or prohibited by law, in no event will the Company, its directors, managers, officers, agents, contractors, partners and employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Sites, the Services or other materials or content on, accessed through or downloaded from the Services, whether based on warranty, contract, tort (including without limitation negligence), or any other legal theory, and whether or not the Company has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that the Company shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

You agree to indemnify and hold the Company, and each of its directors, managers, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, action, cause of action, application, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with (i) your use of and access to the Sites and the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that one of your user submissions caused damage to a third party; or (v) any content you post or share on or through the Service.

The Company will not be liable for the termination of the program on any account whatsoever including (without limitation) any awards, points, prizes or credits in a member's favor at the time of termination.

Sometimes when you use our Services, you may use a service or download a piece of software, or purchase goods, provided by another person or the Company. Your use of these other services, software or goods may be subject to separate terms between you and the Company or person concerned. If so, these terms do not affect your legal relationship with these other companies or individuals.

You agree that we are not responsible for the loss of [™] virtual currency or any points, prizes, awards or credits, regardless of monetary value, in the event there is any data or server error, computer and/or network system error or failure, criminal act, vandalism, cyber attack or other events which make it commercially unreasonable for us to determine the value of any account or accounts.

All guarantees, conditions and warranties whether expressed or applied, as to the condition, suitability, quality, fitness or safety of any goods and services supplied under the program, other than those implied or imposed by statute, are excluded to the extent permitted by law. All guarantees and warranties implied or imposed by statute are excluded to the extent expressly permitted by statute.

Any liability the Company may have to a member under any such guarantees or warranties implied or imposed by statute which cannot be excluded is limited, where the Company is expressly permitted by statute to limit your remedy for a breach of that guarantee or warranty, to supplying or paying the cost of supplying, the goods (or equivalent goods) or services again or repairing or paying the cost of repairing, the goods, at the Company's sole option.

Applicable Law

By visiting or using the Service, you agree that the laws of Canada and the Province of Saskatchewan, without regard to principles of conflict of laws and regardless of your location,

will govern these Terms of Use and any dispute of any sort that might arise between you and the Company. Any claim or dispute between you and the Company that arises in whole or in part from your use of the Service shall be decided exclusively by a court of competent jurisdiction located in Regina, Saskatchewan, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the provincial and federal courts of Saskatchewan. TO THE EXTENT PERMITTED BY LAW, YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE.

Consumer Laws

Despite any other provision of these Terms of Use, if any legislation affects your rights under these Terms of Use (a "Consumer Law"), then to the extent that any term or provision contained in these Terms of Use:

- (A) becomes void or unenforceable for any reason; or
- (B) would be unfair under the applicable consumer law if applied or relied upon in a particular way,

that term or provision will be severed such that all remaining terms and provisions of these Terms of Use will continue to be in full force and effect and be unaffected by the severance of any other term or provision.

No provision of these Terms of Use limits, excludes or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any Consumer Law which cannot lawfully be excluded, limited or modified.

International Users

The Company makes no representation that materials on the Sites are appropriate or available for use at other locations outside of Canada and access to them from territories where the contents or products available through the Sites are illegal is prohibited. You may not use the

Sites or export the content or products in violation of Canadian export laws and regulations. If you access Sites from a location outside of Canada, you are responsible for compliance with all local laws.

Export Controls

Software downloaded from Sites is further subject to Canadian Export Controls. No software from Sites may be downloaded or exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which Canada has embargoed goods; or (ii) anyone on the Canada's Treasury Department's list of Specially Designated Nationals. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

No Waiver

The Company's failure to exercise or enforce any right or provision of these Terms will not be deemed to be a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The Company Magazine its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.