

## **TERMS OF SALE**

The Wadoka Karate Program is an online service (“Wadoka Service”) provided through Wadoka Academy (3660 Midland Avenue, Suite 300, Toronto, Ontario, Canada M1V- that, amongst other free services made available as part of the WadokaAcademy.com website also provides Customers with access to purchase Digital Content, namely an online Karate Blackbelt Video program (the “Wadoka Service”).

### **1. SALES TO CUSTOMERS ONLY; RESTRICTIONS ON USE**

The Wadoka Service sells licenses to online video lessons (“Digital Content”) to end user customers that have created and paid for a Wadoka account (“you” or “Customer”) only. All Digital Content on the Wadoka Service is the exclusive property of the publisher or its licensors and is protected by copyright and other intellectual property laws. The download of, and access to Digital Content is available only to Customers and is intended only for your personal and non-commercial use. Any other use of Digital Content downloaded or accessed from the Wadoka Service is strictly prohibited. You may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the content of any Digital Content, in whole or in part. By downloading or otherwise accessing Digital Content from the Wadoka Service, you hereby acknowledge and agree to these terms.

### **2. CANCELLATION POLICY**

**Except as set out in this agreement, all sales are final and there is no right to refund.**

Please note that once you complete payment of the \$1500 CDN for the Wadoka Service, you no longer have the right to cancel your purchase of that Digital Content.

If you are a resident of the European Union, you have the right to cancel the contract for a purchase of Digital Content from Wadoka for a refund within a period of 14 days beginning with the day after purchase. Once you have received your refund, you will no longer have the right to access the Digital Content.

### **3. PAYMENT METHODS**

The Wadoka Service accepts credit cards. When a credit card is being used for a purchase, Wadoka may obtain a pre-approval from the credit card company for an amount up to the amount of the order. Except as otherwise set out herein, billing to your credit card occurs at the time of purchase, or shortly thereafter.

The Wadoka Service accepts the following payment cards: Paypal, Visa and MasterCard.

Depending on the country in which you are making your purchase, the following payment methods may also be available: American Express and Visa Debit.

Please note that credit cards have daily spending limits that may prevent the processing of your order. If a transaction has been declined due to credit issues, please ensure all data is correct and resubmit your purchase. If the transaction is not accepted online, you will be unable to use that card for your transaction and should use another payment card.

#### **4. PRICES**

The Wadoka Service total price of \$1500 CDN will include all applicable taxes.

#### **5. FOR ASSISTANCE WITH ORDERS - CUSTOMER SERVICE**

For assistance with billing questions or other order inquiries, you can contact us by emailing [info@wadkaacademy.com](mailto:info@wadkaacademy.com). Responses to emails will be provided as soon as possible.

#### **6. CONTENT USAGE RULES**

Your use of any Digital Content purchased from the Wadoka Service is conditioned upon your prior acceptance of the Terms of Use, including, without limitation the digital content usage rules set forth therein, which may be updated from time to time without notice to you. Customers are encouraged to review the Terms of Use on a periodic basis for modifications.

#### **7. OTHER TERMS AND CONDITIONS**

Wadoka reserves the right to change the terms and conditions of sale of the Wadoka Service at any time. Revised Terms of Sale will be made available on our website. Customers are encouraged to review the Terms of Sale on a periodic basis for modifications.

All sales on the Wadoka Service are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws rules.

If any of the terms in these Terms of Sale are not valid or legally enforceable, the other terms will not be affected.

Last updated on April 18, 2022.