

Thinkific Terms of Service

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The following terms and conditions govern your Account and use of Services with Thinkific and The Leap (“**The Leap**”), a brand of Thinkific Lab’s Inc. Your contract and Account is with Thinkific Labs Inc. (if you register from within Canada and the rest of the world), or with its subsidiary, Thinkific.com Inc. (if you register from within the United States). The applicable Thinkific entity is referred to here as “Thinkific”, “we” or “our”. By signing up for or using any of the services offered by Thinkific or by using the Thinkific website (our “**Services**”), you are agreeing to be bound by the following terms and conditions, together with Thinkific’s [Guidelines for Content Management](#), [Privacy Policy](#), [Cookies Policy](#) and, if applicable, [Data Processing Addendum \(“DPA”\)](#), incorporated herein by reference (collectively, the “Terms of Service”). If you do not agree to all of the terms of the Terms of Service, you must not subscribe for or use the Services or create an Account with Thinkific. If the individual agreeing to these Terms of Service is doing so on behalf of a company or other legal entity, that individual represents that they have the authority to bind such company or other legal entity to the Terms of Service. If the individual agreeing to these Terms of Service is doing so, as parent or legal guardian, on behalf of a user that has not reached the age of majority in the jurisdiction where that user resides or uses the Services (and is not below the age of 16), that individual acknowledges and agrees that they are responsible for use of the Services by, and the activities of, that user.

Any new features or tools which are added to the current Services will also be subject to the Terms of Service. You can review the current version of the Terms of Service at any time [here](#). Thinkific reserves the right to update and change the Terms of Service at any time by posting updates and changes to the Thinkific website. We recommend that you check the Terms of Service from time to time for any updates or changes that may impact you. If you continue to use the Services following any such update or change to the Terms of Service, you will be deemed to have accepted those updates or changes. If you do not agree to the updates or changes, you must stop using the Services and your Account.

Everyday language summaries are provided for your convenience only and are not legally binding.

1. Account Terms

You agree to the following terms relating to your account with Thinkific (“Account”):

- 1.1. You are receiving a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services provided by Thinkific. This license is granted solely for the purpose of enabling you to use and enjoy the benefit of the Services, in the manner permitted by these Terms of Service. The license is subject to your compliance with these Terms of Service and any applicable laws and regulations.
- 1.2. You must be at least the age of majority in the jurisdiction where you reside or from which you use the Services or have permission from a parent or legal guardian that has agreed to these Terms of Service on your behalf.
- 1.3. You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process. This may not apply to The Leap customers.
- 1.4. You are responsible for ensuring that your registration information is true, accurate and complete.

Which means

You have to use your own information to create a valid Thinkific Account and you are responsible for the details of that account. Remember that we can cancel your service if you violate any of these terms. If we need to reach you, we will send you an email to the email that you provided. We may also email you to provide you with other information that we think might interest you, but you can opt out of those communications if you prefer. You need to keep your account details secure, and you are responsible for what happens within your account if someone else uses your account details.

- 1.5. You acknowledge that Thinkific will use the email address you provide as the primary method for communication, and Thinkific may send email communications to you and your users to convey information about Thinkific's products and services, including promotional information about new or updated products and services, and Thinkific events. You and your users may opt-out of such communications on an individual basis by managing your communication preferences within the Services.
- 1.6. You are responsible for keeping your password secure. Thinkific will not be liable for any loss or damage from your failure to maintain the security of your Account and password. You must promptly notify Thinkific if you become aware of any unauthorized access to or use of your Account or password.
- 1.7. You are responsible for all activity within your Account (whether with or without your knowledge or consent) and for all content such as videos, files, data, graphics, photos, links and AI-generated content that are uploaded to your Account ("Content").
- 1.8. Thinkific provides AI tools as part of its Services. You acknowledge and agree that AI-generated content is provided "as is" and "as available", without any warranties, representations, or guarantees of any kind, expressed or

implied, including but not limited to accuracy, completeness, appropriateness, suitability, reliability, availability, legality, or non-infringement. You are solely responsible for reviewing, verifying, and approving any AI-generated content before using or publishing it. AI-generated content that resemble advice is for general informational purposes only and should not be relied upon as professional advice. You should consult with appropriate professionals for specific advice tailored to their situation. Thinkific is not responsible for any consequences resulting from your use of AI-generated content. Thinkific reserves the right to monitor, modify, or remove any AI-generated content that violates these Terms of Service or could potentially harm Thinkific's reputation or other users.

1.9. A breach or violation of any term in the Terms of Service as determined in the sole discretion of Thinkific will result in an immediate termination of your Services, without notice to you.

2. Account Activation

2.1. Subject to Section [2.2](#), the person signing up for the Services will be the contracting party ("Account Owner") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the Account Owner in connection with the Services.

2.2. If you are signing up for the Services on behalf of your

Which means

The person signing up for the Thinkific Services is responsible for the account and is bound by these Terms of Service. If you sign up on behalf of your employer, your employer owns the account and is also bound by our Terms of Service.

employer, your employer will be the Account Owner and you represent and warrant that you have the authority to bind your employer to our Terms of Service. If you are signing up for the Services on behalf of a minor, you (and not the minor) will be the Account Owner and be responsible for the use of by the minor of any corresponding Account we may provide.

3. General Conditions of Use

The following general conditions apply to your use of the Services:

- 3.1. Technical support is only provided to the paying Account Owners and is primarily available via the in-app chatbot or by email.
- 3.2. You are responsible for the activity in your Account and the conduct of your customers and users.
- 3.3. You must ensure that you and your customers and users do not, either directly or indirectly:
 - 3.3.1. use the Services for or in connection with any illegal or unauthorized purpose or in a manner that: (a) infringes, violates or misappropriates any rights of any person, including intellectual property, confidentiality or privacy rights, (b) is harmful, fraudulent, deceptive, misleading, threatening, harassing, defamatory, offensive, biased, obscene, vulgar, indecent, menacing, tortious or

Which means

We designed our platform to help you create digital products and services to help you find success through enrollments. As a paying customer, technical support is available based on your subscription plan.

Thinkific's platform allows you to run and scale your business the way you want. This section is about applying common sense. That means comply with the law, be courteous and don't do anything that you wouldn't want done to you or your business if you were in our shoes.

If you're on an older plan with transaction fees, do not bypass our billing system to avoid them. If you'd like a no fees account,

otherwise objectionable as determined by Thinkific in its sole discretion, (c) attempts, in any manner, to obtain the password, account, or other security information from any other user, (d) violates the security of any computer network, or crack any passwords or security encryption codes, (e) submit false or misleading information, or (f) violates any laws, rules or regulations in your jurisdiction (including but not limited to copyright, data protection and privacy laws) as well as the laws of Canada;

- 3.3.2. reverse engineer, decompile, disassemble, decrypt or otherwise attempt to discover the code or underlying structure, ideas, know-how or algorithms relevant to the Services or access the Services, or write or develop any program based on the Services or any portion thereof, in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- 3.3.3. circumvent or attempt to circumvent any limitations imposed on your account including any license, timing or use restrictions that are built into the Services;
- 3.3.4. game or attempt to game our Services for any reason, including to receive lower pricing, for example, by signing up for free trials with different usernames, impersonating

you can switch to one of our current plans.

On the internet, your content may be transferred unencrypted and may be altered, but credit card information is always encrypted.

Do not use our services if you are a minor without the authorization of your parent or guardian.

others, or sharing passwords or encouraging others to share theirs;

- 3.3.5. lend, sell, resell, lease, sublicense, transfer, assign, distribute, grant a security interest in, or otherwise use the Services for the benefit of a third party, unless we have given you prior written authorization;
- 3.3.6. modify, translate, or create derivative works based on the Services or any software, hardware, documentation or data related to the Services, in whole or part, or reproduce, duplicate, copy, or exploit any portion of the Services in whole or in part except to the extent expressly permitted in writing by Thinkific or authorized within the Services;
- 3.3.7. upload, transmit, disseminate or use the Services to send or store malicious code, including any worms, viruses, Trojan horses, or any other software or code of a destructive nature;
- 3.3.8. use the Services to collect or store any sensitive information (“Sensitive Information”) including, but not limited to personal health information, banking and credit card information, and if you do use the Service to collect, store or otherwise process any Sensitive Information you do so at your own risk and you are responsible for

ensuring compliance with all applicable laws;

3.3.9. use the Services other than in accordance with our product documentation;

3.3.10. permit the Services to be used by anyone other than the Account Owner;

3.3.11. use the bandwidth, storage and other Services provided by Thinkific in an unreasonable and disproportionate manner based on your subscription plan tier. We may monitor usage to ensure fair distribution of resources among all Thinkific customers. In the event that your use of bandwidth, storage, or other Services exceeds what is reasonable and proportionate to your subscription plan, we reserve the right to take appropriate measures, including but not limited to implementing bandwidth throttling, imposing storage limits, suspending or terminating your access to the services, in whole or in part, without liability;

3.3.12. and without limiting Thinkific's rights under the Terms of Service, the use of email Services provided by Thinkific is subject to the following monthly sending limits based on your subscription plan: Basic - 24,500 emails; Start - 49,500 emails; Grow - 99,500 emails; and Expand - 249,500 emails;

- 3.3.13. use the Services to advertise, promote or market competitor platforms to Thinkific's or for any third party's interests or benefit, other than for the proper use of the Services, without our consent;
- 3.3.14. circumvent or otherwise interfere with any authentication or security measures of the Services, or otherwise interfere with or disrupt the integrity or performance of the Services, including doing anything to, or using the Services in a way that may, cause the Services to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Services is in any way impaired, including overloading, flooding, spamming, mailbombing or crashing;
- 3.3.15. use any robot, spider, device, technology or process to monitor or copy any data or pages within the Services without our prior written consent; and
- 3.3.16. purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Thinkific or Thinkific trademarks and/or variations and misspellings thereof, or alter or remove any trademarks or proprietary notices contained in or on the Services without our consent.

- 3.4. Questions about the Terms of Service should be sent to support@thinkific.com.
- 3.5. You understand that your Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.
- 3.6. If you are on a Thinkific plan with transaction fees and don't have written consent from Thinkific, you agree not to charge people to access your courses other than by collecting payments on the Thinkific Services. Any attempt to bypass the Thinkific payment system to avoid transaction fees may result in the suspension or cancellation of your Account.
- 3.7. We do not knowingly provide services or sell products to children. If you or any of your users are below the age of 16, you or they may use our website or the Services only with the permission and active involvement of a parent or legal guardian. If you are a parent or a legal guardian that has agreed to these Terms of Service on behalf of a minor, you are responsible for any and all uses of our website or the Services by the minor. If you or any of your users are minors, do not, and ensure that such users do not, provide us or other website visitors with any personal information about such

users, and do not permit such users to use the services unless you have procured the permission and active involvement of a parent or legal guardian. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at info@thinkific.com.

4. Thinkific Rights

The following are Thinkific's rights in regards to the Services and these Terms of Service:

- 4.1. We reserve the right to modify or terminate the Services for any reason, without notice at any time.
- 4.2. We reserve the right to refuse our Services to anyone for any reason at any time.
- 4.3. Thinkific does not pre-screen Content and it is in our sole discretion to refuse or remove any Content that is available via the Services.
- 4.4. We may, but have no obligation to, remove Content or suspend an Account Owner's access to the Services, or terminate the Services (without prior notice), if they share or otherwise make available Content containing material that

Which means

We can modify, cancel or refuse the Services at anytime. We can also remove Content or suspend or terminate your account if your Content is objectionable. In the event of an ownership dispute over a Thinkific account, we can freeze the account or transfer it to the rightful owner. We can terminate your account if you become insolvent

we determine in our sole discretion is unlawful, harmful, fraudulent, deceptive, misleading, threatening, harassing, defamatory, offensive, biased, obscene, vulgar, indecent, menacing, tortious or otherwise objectionable or violates any party's intellectual property or these Terms of Service (including, without limitation, Section [3.3](#) above).

- 4.5. Verbal or written abuse of any kind (including threats of abuse or retribution) by an Account Owner or its representatives directed at any Thinkific customer, Thinkific employee, member, or officer will result in immediate termination of the Services.
- 4.6. We reserve the right to provide our Services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Thinkific employees and contractors may also be Thinkific customers/instructors and that they may compete with you, although they may not use your confidential information in doing so.
- 4.7. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.

4.8. Thinkific retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful owner. If we are unable to reasonably determine the rightful Account Owner, Thinkific reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

4.9. Termination for Insolvency. Thinkific may terminate your access to the Services immediately, without notice, if you cease to do business in the normal course; admit in writing your inability to pay your debts as they become due; file or become the subject of a petition in bankruptcy; appoint or acquiesce to the appointment of a receiver or trustee for you or your property; become insolvent or are deemed insolvent under any applicable insolvency law; make an assignment for the benefit of creditors; enter into liquidation or receivership; or otherwise lose legal control of your business or assets. Upon such termination, you must cease all use of the Services, and Thinkific will have no obligation to maintain or forward any content or information from your account.

5. Limitation of Liability

5.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THINKIFIC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY,

Which means

We are not responsible if you break the law, breach this agreement or go against the rights of a third party, especially if you

STATUTE, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, PROFITS, REVENUES, OPPORTUNITIES, ANTICIPATED SAVINGS, GOODWILL, USE, DATA OR OTHER INTANGIBLE OR ECONOMIC LOSSES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE OR YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

5.2. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US AND (AS APPLICABLE) OUR PARENT, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, PARTNERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY THIRD PARTY CLAIMS, LOSSES, DAMAGES, PENALTIES, LIABILITY, AND COSTS, INCLUDING REASONABLE LEGAL FEES, OF ANY KIND OR NATURE THAT ARE INCURRED IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE SERVICES OR ANY OF YOUR CONTENT, YOUR BREACH OF THESE TERMS OF SERVICE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

5.3. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THINKIFIC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

get sued.

Services are "as is". Thinkific doesn't promise that everything will work perfectly or meet all your needs. There are no guarantees that the services will be uninterrupted, completely secure, or error-free. We do not accept any responsibility or liability.

AI features aren't perfect. They might make mistakes, like generating incorrect results or using data in ways that could be problematic. Thinkific isn't responsible for any issues that arise from these imperfections.

You will be liable to us if a third party sues us as a result of your use of the services.

The total amount of our potential liability is limited to one month of your fees paid to us or \$100 whichever is less.

The limitations on liability help keep the service fees lower than they might otherwise be if Thinkific had to take on

NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FOR GREATER CERTAINTY, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THINKIFIC OR ELSEWHERE, WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

more risk.

5.4. DISCLAIMER OF LIABILITY FOR ARTIFICIAL INTELLIGENCE (AI) SYSTEMS. AI SYSTEMS ARE NOT FLAWLESS AND ARE KNOWN TO GENERATE INACCURATE RESULTS, MAY INFRINGE OR MISAPPROPRIATE INTELLECTUAL PROPERTY RIGHTS, MAY DISCLOSE CONFIDENTIAL INFORMATION, MAY COMMIT PLAGIARISM, OR MAY CREATE OUTPUTS, OR RELY UPON INPUTS, THAT ARE CONTRARY TO LAW OR THAT ARE OTHERWISE UNDESIRABLE. YOU SHOULD NOT INPUT OR USE ANY DATA OR OTHER INFORMATION THAT YOU WISH TO PROTECT, ARE REQUIRED TO PROTECT, OR THAT SHOULD NOT BE DISCLOSED OR MISUSED, WHETHER FOR PRIVACY, CONFIDENTIALITY OR OTHER REASONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THINKIFIC CANNOT AND SHALL NOT BE HELD LIABLE TO YOU OR ANY THIRD PARTY, FOR ANY FORM OF DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES DESCRIBED IN SECTION [5.1](#) OR DAMAGES IN RESPECT OF ANY PERSON, PROPERTY OR OTHERWISE, ARISING FROM OR RELATED TO THINKIFIC'S PROVISION OF AI OR RESULTS THEREFROM, YOUR DIRECT OR INDIRECT USE OF AI OR FROM YOUR DIRECT OR INDIRECT USE OF THE PLUS SERVICES THAT INCORPORATE OR

RELY UPON AI. THIS DISCLAIMER OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO ANY LIABILITY FOR INACCURATE RESULTS, UNINTENDED OR UNFORESEEABLE CONSEQUENCES, OR ACTIONS OR DECISIONS TAKEN BY YOU OR OTHERS IN RELIANCE UPON SUCH RESULTS.

5.5. WITHOUT LIMITING SECTIONS [5.3](#) AND [5.4](#) ABOVE, THINKIFIC DOES NOT WARRANT THAT: (a) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE OF HARMFUL COMPONENTS; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE OR MEET YOUR NEEDS; (c) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS OR BUSINESS REQUIREMENTS, OR THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED; (d) ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; OR (E) ANY THIRD PARTY TOOL OR SERVICES INCLUDED IN OR MADE AVAILABLE THROUGH THE SERVICES WILL BE AVAILABLE OR CONTINUE TO BE AVAILABLE OR WILL MEET YOUR EXPECTATIONS OR BUSINESS REQUIREMENTS.

5.6. IN NO EVENT WILL THINKIFIC'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, WHETHER BY STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER

OF: (A) THE FEES PAID BY YOU FOR THE THINKIFIC SERVICES HEREUNDER DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE, OR (B) USD\$100. THE LIMITATIONS SET FORTH IN THIS SECTION [5](#) WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

5.7. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE YOU OF AN ADEQUATE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION FAIRLY ALLOCATE THE RISKS UNDER THIS AGREEMENT AS BETWEEN THEM. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING THE PLUS SERVICES AVAILABLE TO YOU AND THAT, WERE THINKIFIC TO ASSUME FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD BY NECESSITY BE SET SIGNIFICANTLY HIGHER.

6. Intellectual Property and Content

6.1. We do not claim any intellectual property rights over the material you provide to the Thinkific Services including Content. All material you upload remains yours. You can remove your Thinkific site at any time by deleting your Account. We will delete your Content in accordance with our Privacy Policy and these Terms of Service.

Which means

Anything you upload remains your property and your responsibility. You can remove it anytime by deleting your account. It's your responsibility to ensure that your content adheres to applicable laws and regulations. By uploading

- 6.2. You retain ownership over all Content that you submit to a Thinkific site, and you must ensure that your Content complies with any applicable laws or regulations.
- 6.3. By uploading Content, you agree: (a) to provide Thinkific the right to access, use, copy, support, maintain, modify, sublicense, distribute, display and store your Content as reasonably necessary to deliver the Services; (b) to allow other internet users to view your Content; (c) to permit Thinkific to use on an aggregated, anonymized and de-identified basis your Content to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and for the avoidance of doubt Thinkific is entitled to aggregate, anonymize and de-identify Content in connection with exercising the foregoing right; (d) without limiting Section 6.3 (b), use the Content in connection with the training, development and operation of AI Technologies. "AI Technologies" means systems and components of systems comprising software that is developed with machine learning, artificial intelligence, statistical or other mathematical techniques or approaches, for a given set of human-defined objectives, and which may generate outputs such as content, predictions, recommendations, or decisions influencing the environments they interact with; and including associated algorithms, models, parameters, weights, code, data

content, you grant Thinkific the rights to use, display, and modify your content as necessary for providing and improving our services including for AI technology enhancements. While Thinkific has the right to review content to verify legal compliance and adherence to our Terms of Service, we do not have an obligation to actively monitor content. Any feedback you provide to us can be used by Thinkific. You also grant us the non-exclusive right to use your trade names, trademarks, and logos for promoting Thinkific. We commit to protecting your confidential information and will only disclose it when necessary for service provision or as required by law. If you remove your content, delete your account, or if the Terms of Service are terminated, we retain the right to use and keep a copy of your content and related information for business continuity and legal compliance. Thinkific maintains ownership of all technology, software, and AI improvements related to our services. Thinkific is just for information purposes only, so Thinkific cannot be on the hook for any AI slip-ups or inaccuracies.

(including training data sets), processes, hardware and tools of any kind; (e) that Thinkific can, at any time, review all the Content submitted by you to its Services and (f) that any AI-generated content or responses provided through the Services are for informational purposes only and do not constitute binding offers, promises, or guarantees by Thinkific. Thinkific cannot be held liable for any misrepresentations, errors, or inaccuracies from content generated by AI Technologies.

6.4. You acknowledge that, in order to ensure compliance with legal obligations, we may review certain Content submitted to the Services to determine whether it is illegal or whether it violates these Terms of Service. We may also prevent access to, refuse to display, or remove Content that we reasonably believe violates the law or these Terms of Service or that we receive a valid DMCA Notice for pursuant to section [15](#). Notwithstanding the foregoing, Thinkific has no obligation to monitor or review any Content submitted to the Services by you or any other person, and you remain solely responsible for your Content.

6.5. If you choose to provide feedback including any ideas, suggestions, concepts, processes, techniques, questions, answers, codes/scripts, and other comments related to our services, site, proposed services, documentation or business ("Feedback"), Thinkific will own and may use such Feedback

without any restrictions and without obligations to you, and you hereby waive any claim you have to ownership, compensation, monetary or otherwise.

- 6.6. You hereby grant Thinkific a non-exclusive right to use your trade-names, trademarks, service marks, trade dress and logos to promote the Thinkific service.
- 6.7. We will not disclose your Confidential Information to third parties, except as required in the course of providing our Services. "Confidential Information" includes any materials or information provided by you to us which is not publicly known. Confidential Information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; (d) we are required by law to disclose; or (e) that you have given your consent or instructed us to disclose.
- 6.8. If you remove Content, delete your Account or if these Terms of Service are terminated, we will be permitted to use and retain a copy, including archives, of your Content, Confidential Information or any information that is related to your Account (including Content and personal information) for business purposes related to these Terms of Service and to the extent necessary to meet our legal and compliance

obligations (including audit and anti-fraud purposes).

6.9. Thinkific will own and retain all right, title and interest in: (a) all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions and other tangible and intangible information relating to the Services, any related services provided by Thinkific and associated deliverables, and all improvements, enhancements or modifications thereto; (b) any anonymized usage data (including metadata) arising or derived from or based on the provision, use and performance of various aspects of the Services (other than your Content as provided), provided that such data does not identify you or any individual; (c) any aggregated, anonymized and de-identified Content and any AI Technologies developed or generated in connection with Thinkific exercising its rights under Section 6.3; and (d) all intellectual property rights related to any of the foregoing. No rights or licenses are granted by Thinkific except as expressly set out in these Terms of Service, and all such rights are expressly reserved to Thinkific.

7. Payment of Fees and Taxes

7.1. With the exception of free trial subscriptions, a valid credit card is required to be able to process orders using a live payment gateway. Accounts used for development purposes (unable to process orders using a live payment gateway) do not require a valid credit card.

Which means

For live payment gateways, a valid credit card is required. We bill in advance and payment is due immediately. If you're in a jurisdiction that is subject to tax on your

- 7.2. For our paid plans, Services will be billed in advance on a monthly, annual or such other agreed-upon periodic basis. You authorize us and our third-party payment processor(s) to charge the payment method provided on your account at the beginning of each billing period. We have the right to charge for any applicable overages used or tier upgrades, as well as correct pricing errors or mistakes even after issuing an invoice or receiving payment.
- 7.3. If Account Owners identify any discrepancies or errors in their invoices, the Account Owners are encouraged to contact us directly. Disputes must be raised within two weeks of receipt of an invoice/bill. We are committed to working with our customers to promptly address and resolve any billing concerns before any disputes are escalated to the credit card issuer.
- 7.4. All fees are either in US dollars or your local currency supported by Thinkific and are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes"). All payments made by you to Thinkific must be made free and clear of any deduction, set-off or withholding, as may be required by law. If any deduction or withholding (including but not limited to domestic or cross-border withholding taxes) is required on

Thinkific subscription, and you have been granted tax exempt status from a valid government body, please reach out to Customer Support and provide us with your exemption certificate to obtain your exemption with Thinkific. By using our payment platform to charge your customers, we will remit sales taxes to the government for you, based on the information you provide to us. You are responsible to provide accurate, complete and updated information to us in connection with sales transactions using our payment platform

Unless we made a mistake, there are no refunds.

any payment (“Regulatory Fees”), you will pay such Regulatory Fees as are necessary so that the net amount received by us is equal to the amount then due and payable under these Terms of Service. If any Regulatory Fees are deducted from the amount received by Thinkific, Thinkific will invoice you for the same.

7.5. Except as described below in Section [7.10](#), you (and not Thinkific) are responsible for (a) all Taxes applicable to the Services and for paying those Taxes in a timely manner when due and payable; (b) determining the Taxes that apply to transactions occurring between you, your customers, students and other users or otherwise through your sites; and (c) collecting, reporting and remitting the corresponding Taxes to the appropriate Tax authorities in a timely manner when due and payable. Thinkific may from time to time make available to you certain tax calculation services offered by third-party providers, without liability to Thinkific, which are Third-Party Tools subject to Section [11](#).

7.6. If you are subject to tax in your jurisdiction of residence, applicable taxes may be added to your subscription or purchase of our products and services including without limitation, your subscription to or purchase of Thinkific’s ecommerce Services (“Taxable Offerings”). The applicable Taxes are determined and based on the billing address you provide to us, and will be calculated at the time of purchase

of the applicable Taxable Offerings. Such amounts are in addition to fees for the Taxable Offerings and will be billed to the credit card you use to pay for the Taxable Offerings. If you are exempt from payment of such Taxes, you must provide us with an original certificate or other official government documentation that satisfies applicable legal requirements attesting to your tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.

7.7. If you do not live in a jurisdiction that requires Thinkific to collect Taxes in respect of your subscription to or purchase of Thinkific's products and Services, Thinkific will attempt during the purchase process to verify your location and will not charge you tax on top of your purchase. If requested, you must provide us with a declaration by email to taxes@thinkific.com confirming: (i) your non-resident and tax registration status, along with your complete home and/or business location address at the time of accessing our products and services; and; (ii) you are not GST/HST registered; and (iii) to the extent that you are an individual and not a corporation or other legal entity, you were not physically present in a jurisdiction that is subject to Taxes when Thinkific's products and Services were made available to you. Should your location of use change to a jurisdiction where tax applies, it is your responsibility to inform us promptly by email to taxes@thinkific.com.

7.8. To the extent that Thinkific charges these Taxes, they are calculated using the tax rates that apply for your location and for your customers, students and other users, tax rates are based on their location. Such amounts are in addition to the Fees for such products and services and will be billed to your authorized payment method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption which may include, but is not limited to a valid value added tax number, and in some jurisdictions may include an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Similarly, if your customers, students and other users are exempt from payment of such taxes, we require either you or your customers, students and other users to provide the same information to us. Tax exemption will only apply from and after the date we receive evidence satisfactory to Thinkific of your exemption.

7.9. Thinkific does not provide refunds unless an error was made by us.

7.10. *End User Taxes*. Exclusively for payments facilitated by Thinkific Commerce (as defined below), Thinkific will be responsible for (a) determining the Taxes that apply to transactions occurring between you, your customers, students and other users, in its capacity as an online marketplace facilitator, based on information that you

provide to us; and (b) collecting, reporting and remitting such Taxes to the appropriate tax authorities in a timely manner when due and payable. Thinkific will rely on the information that you provide to us in good faith, and you will be solely responsible for any tax liability arising from incomplete or inaccurate information that you provide to us, including information about the nature of any transactions with your customers, students and other users, or your tax registration status in any jurisdiction. In the event that you become registered for sales tax following your subscription with us, you must promptly update your account information. We will not be responsible for any Taxes arising from any missing or incorrect information that you provide to us. Thinkific will use reasonable efforts to provide you with documentation or information that you require to comply with your tax reporting obligations upon your written request for the same.

8. Thinkific Payments

8.1. *Payments Platform.* Thinkific offers access to a payments platform through which you may process payment transactions with your customers, students or other users (“Thinkific Payments”). We use a third party payments processor and platform provider like Stripe Inc. (“Stripe”) to facilitate Thinkific Payments (the “Provider”). We reserve the right to change the Provider at any time, in which case you agree to take whatever steps as we may advise in order to migrate the Thinkific Payments service to another Provider.

Which means

You can use our platform to accept payments and process refunds for your customers, students and other users. You will receive payouts on your payout schedule (based on your current Thinkific plan) and you must pay us a fee for each payment/refund transaction that goes through our platform. If we suspect fraud

8.2. *Fees.* Similar to many other payment platforms, we will charge you a fee for every transaction you process through Thinkific Payments, including purchase/payment transactions and credit/refund/return transactions. Fees for Thinkific Payments are payable by you to Thinkific in accordance with the Pricing Schedule posted on our website.

8.3. *Settlement of Transactions.*

8.3.1. We will deposit the amounts actually received by us for transactions submitted through Thinkific Payments (less any applicable fees and Chargebacks, defined below) into your designated bank account or by any other means that we may make available and you may select (such as push card payments), in accordance with the payout schedule in your Thinkific plan. Your payout schedule is subject to change if your Thinkific plan changes. Payouts for new customers or students may be delayed while we verify your account.

8.3.2. You are responsible for monitoring your transactions and ensuring that our payments to you are correct. You must notify us of any errors in payments made to you within sixty (60) days of the error first appearing on your electronic transaction history. Failure to notify us of such an error in accordance with this paragraph will be

or misuse on your account, we may suspend your payout and we may require you to keep a float on reserve to cover your transaction fees.

We will arrange for a processor to process credit and debit card payments with the payment networks and you will have to agree to the processor's terms and conditions as well as the payment network rules. Even if you use our Services, including Thinkific Payments, you are still responsible for customer service for your students. Thinkific is not involved in the decision making of Chargeback outcomes and is not liable for Chargebacks occurring when using our platform.

deemed a waiver of any right to amounts owed to you.

8.3.3. We may delay settlement if we need to conduct an investigation or resolve any suspicious activity or pending dispute related to any transaction or your account, for the entire time it takes for us to do so. We also may defer settlement or restrict access to your funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity.

8.4. *Chargebacks.*

8.4.1. The amount of a transaction may be reversed or charged back to your bank account (a "Chargeback") if the transaction (a) is disputed by one of your customers, students or other users, (b) is reversed for any reason by a payment card network (defined below), our Provider, or a payer's or our financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of these Terms of Service. We will charge you a fee of \$/€/CHF/£ 15 for each Chargeback.

8.4.2. For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve (defined below). We may deduct the amount of any Chargeback

A Chargeback is when a payment made by a customer or user is reversed and the amount is returned to them. This can happen for a few reasons such as the customer disputes the transaction, it was not authorized, or it is suspected to be unlawful. When a chargeback occurs, there may be fees charged by the payment processor and Thinkific will deduct those fees from the funds in your account, including any reserves (which are funds held by Thinkific to cover future chargebacks). If you have too many

and any associated fees, fines, or penalties assessed by the card-issuing bank or organization or our Provider from your bank account (including without limitation any Reserve), any proceeds due to you, your bank account, or other payment instrument registered with us. If you have pending Chargebacks, we may delay settlement of future transactions. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under these Terms of Service until such time that (a) a Chargeback is assessed due to a user's complaint, in which case we will retain the funds, (b) the period of time under applicable law or regulation by which the user may dispute that the transaction has expired or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any amounts due to Thinkific under these Terms of Service that are unpaid by you.

8.4.3. If we determine that you are incurring an excessive amount of Chargebacks, we may establish controls or

chargebacks, Thinkific may establish new fees, create a reserve, delay your payment, or even suspend your account. If you are unable to pay for a chargeback, you will be responsible for paying the full amount to Thinkific. Additionally, Thinkific may hold your bank account or payment card information to cover any outstanding balances, disputes, refunds, chargebacks or other obligations even after you leave their service.

conditions governing your Account, including without limitation, by (a) establishing new processing fees, (b) creating a Reserve (defined below) in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying settlement and (d) terminating or suspending your access to the Thinkific Payments or other Services.

8.4.4. Any bank account or payment card information may be held by Thinkific to satisfy any account balances, disputes, refunds, Chargebacks or other liabilities or obligations after leaving or terminating Thinkific Payments or any other Service offered under these Terms of Service.

8.5. *Reserve.* We may at any time in our discretion designate an amount of funds that you must maintain in a separate reserve account (a "Reserve") to secure the performance of your payment obligations under these Terms of Service. We may require a Reserve for any reason, including if you have a high rate of Chargebacks or refunds, or other indications of performance problems related to your use of Thinkific Payments or other Services. The Reserve will be in an amount as reasonably determined by us to cover anticipated Chargebacks, returns, unfulfilled services or credit risk based on your processing history or such amount designated by our processor. The Reserve may be raised, reduced or removed at

any time by us, in our sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in our favor, or otherwise as we or our Provider may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your Account, including but not limited to any funds (a) due to you under these Terms of Service or (b) available in your bank account, or other payment instrument registered with us. You also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under these Terms of Service, including without limitation for any reversals of deposits or transfers made to your bank account.

8.6. *Refunds and Returns.*

8.6.1. You agree to process returns, and provide refunds and adjustments, for your goods or services through Thinkific Payments in accordance with these Terms of Service and any applicable payment card network rules or our Provider's terms. Payment card network rules may require that you will (a) maintain a fair return, cancellation or adjustment policy, (b) disclose your return or cancellation policy to customers at the time of purchase, (c) not give cash refunds to a customer in connection with a card sale, unless required by law and (d) not

accept cash or any other item of value for preparing a card sale refund. You are responsible for knowing and adhering to the payment card network rules applicable to you, and Thinkific will not be liable for any violation by you of the payment card network rules.

8.6.2. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the user for postage that the user paid to return merchandise, if applicable. Please be aware, if your refund policy prohibits returns or is unsatisfactory to the user, you may still receive a Chargeback relating to such sales. You can process a refund through your account up to sixty (60) days from the day you accepted the payment. If the balance in your account is insufficient to cover the refund, we will withdraw up to the requested refund amount from your bank account and credit it back to your user's card. Transaction fees are also refunded, so the full purchase amount is always returned to your user.

8.7. *Customer Service.* Even if Thinkific handles disputes, Chargebacks or refunds on your behalf through Thinkific Payments, you are solely responsible for all customer service issues relating to your services, including pricing, fulfillment, cancellation by you or customers or students, returns, refunds

and adjustments, rebates, functionality and warranty, technical support, and feedback, reviews, or ratings concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from Thinkific. As between you and Thinkific, you are solely responsible for customer service issues relating to your account.

8.8. *Stripe Connected Accounts.* Where Stripe is the Provider, the following provisions will apply:

8.8.1. To connect to our platform and process payments through Stripe we will create a Stripe account (a "Stripe Connect Account") for you that is connected to the Thinkific Payment platform. You will be required to accept the terms of the Stripe Connected Account Agreement and Stripe Services Agreement as well as any other documentation that Stripe may require (the "Stripe Documentation"). You agree to comply with the Stripe Documentation and not to engage in any activity that is expressly prohibited by the Stripe Documentation. Stripe processes your personal information in accordance with its own privacy policy, available here: <http://stripe.com/privacy>. Stripe may deny the creation of a Stripe Connect Account or may suspend or terminate a Stripe Connect Account, in its discretion in accordance with the Stripe Documentation.

8.8.2. You agree that we can directly access your Stripe Connect Account dashboard, including information about your transactions (including purchases and refunds) and Stripe account balance (your “Connected Account Data”), in order to collect fees, process payments and refunds, handle disputes, process Chargebacks, and any other activity necessary to provide Thinkific Payments or other Services in accordance with these Terms of Service and our Privacy Policy, and you give us express authorization to conduct any of the above activities on your behalf through your Stripe Connect Account.

8.8.3. We may exchange Connected Account Data with Stripe as necessary to detect and prevent fraud, misuse, unlawful, abusive or deceptive activity, and otherwise to allow Thinkific and Stripe to each comply with our legal and regulatory obligations.

8.8.4. You represent and warrant that all information provided to Thinkific or Stripe in connection with the creation or maintenance of a Stripe Connected Account is true and accurate in all material respects at all times. You will be responsible for any loss or liability incurred by Thinkific due to activity conducted through a Stripe Connect Account initiated by you or on your behalf, or using your

credentials even if not authorized by you, and Thinkific may deduct such losses from your Stripe Connect Account or your Thinkific Account, or require you to pay such losses to Thinkific.

8.8.5. You agree to indemnify, defend and hold harmless Thinkific and Stripe and their respective affiliates from any claims brought by a third party arising out of any activity conducted through a Stripe Connect Account or arising out of your breach of these Terms of Service or the Stripe Documentation.

9. Account Downgrade and Termination Process

9.1. *Account Downgrade.* To initiate changes to your account status, you may contact us at any time via the in-app chatbot, or by emailing customers@thinkific.com with the subject line 'ChangeCancel account status'. Upon receiving your request, we will downgrade your account to our free self-serve plan. This allows you to retain access to your account without incurring further Fees. Your content will remain intact on the free plan, ensuring that you do not lose any data during this transition.

9.2. *Termination Process.* Should you decide to fully cancel and terminate your account after being downgraded, please contact Customer Support. Our team will provide you with cancellation instructions. It's important to note that once your

Which means

To initiate a cancellation, use the in-app chatbot or email customers@Thinkific.com. Thinkific will respond with specific information regarding the cancellation process for your account. Once cancellation is confirmed, all your content will be permanently deleted and we are allowed to keep a copy, as required by law. If you request a change in your account status (e.g., upgrade, downgrade, or cancellation) after your billing cycle has started, your payment for that billing cycle

account is cancelled, all of your content may be permanently deleted from the Services. Before proceeding with cancellation, understand that data deletion is irreversible. Thinkific will not be held responsible for any data loss resulting from account cancellation. As noted in Section [7](#), above, if you remove Content, we may retain a copy for our business purpose related to these Terms of Service and to the extent necessary to meet our legal and compliance Obligations.

If you request a change in account status after your billing cycle has commenced, please note that your payment covers service access for the entire billing period. As payments are made in advance, no additional invoices will be issued upon account status change or cancellation.

Fraud: Without limiting any other remedies, Thinkific may prevent you from creating an Account or suspend or terminate any Account that you create if we suspect that you have engaged in fraudulent activity in connection with the Services.

Any of your obligations set forth in these Terms of Service that are intended to survive termination will survive the termination of the Services.

10. Modifications to the Services and Prices

Prices for using the Services are subject to change upon 30 days

covers the entire period.

We may change or cancel your account at any time. Any fraud and we will suspend or cancel your account.

Which means

notice from Thinkific. Such notice may be provided at any time by posting the changes to our website (Thinkific.com) or the administration menu of your Thinkific site via an announcement.

Thinkific reserves the right at any time to modify or discontinue the Services (or any part thereof) with or without notice.

Thinkific will not be liable to you or to any third party for any modification, price change, suspension, discontinuance or termination of the Services.

11. Optional Third Party Tools

Thinkific may provide you with access to, and you may choose to use, third party tools as part of the Services, including for example the Thinkific App Store, over which Thinkific neither monitors nor has any control or input. You acknowledge and agree that Thinkific provides access to such tools 'as is' without any warranties, representations or conditions of any kind and without any endorsement. You further acknowledge and agree that: (a) Thinkific is not a party to any terms or agreements that may be entered into between you and the providers of such tools; (b) Thinkific does not guarantee and is not responsible for the availability of, content provided on, or functionality of, third party tools, and Thinkific does not represent, warrant or guarantee that third party tools will be adequate for your needs; and (c) you are responsible for your own dealings with the providers of third party

We may change or discontinue the Services at anytime, without liability.

Which means

We are not responsible for third party tools so use them at your own risk. If you use them you agree that we do not provide a warranty, so get advice beforehand.

tools. Thinkific will have no liability whatsoever to you or any other person arising from or relating to your use of optional third party tools.

Any use by you of third party tools and services are entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms on which tools are provided by the relevant third party provider(s).

Thinkific strongly recommends that you seek specialist advice before using or relying on certain tools. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice when assessing the correct tax rates instructors should charge end users.

12. White Label Apps

With respect to any white label applications (“White Label Apps”) which Thinkific may provide you with access to in connection with your sites, you acknowledge and agree as follows:

12.1. Thinkific is not a party to any terms or agreements that may be entered into between you and your chosen app store vendor (“ASV”) such as Apple and/or Google, and you are solely responsible for your own dealings with your chosen ASV, and for compliance with such terms or agreements.

12.2. Your decision to make available your White Label App

Which Means

You are responsible for ensuring that your White Label App is accepted by your chosen app store vendor. Thinkific will not offer refunds in the event that your White Label app is not accepted by your chosen app store vendor. You are responsible for providing your own technical support.

through an ASV is at your own risk and discretion.

- 12.3. Thinkific does not guarantee that your White Label App will be approved by any ASV, and any approval by an ASV will be subject to your compliance with the ASV's guidelines and policies.
- 12.4. All mobile apps including your White Label App may be subject to ongoing reviews by ASVs, and failure to comply with your ASV's guidelines and policies or your other terms or agreements with the ASV may result in your White Label App listing being revoked or suspended by the ASV without advance warning and/or control by Thinkific.
- 12.5. In the event that Thinkific incurs any fees or charges from an ASV, as a result of or in connection with in-app purchases made through the White Label Apps provided to you, Thinkific reserves the right to impose a fee on such in-app purchases to offset the charges incurred. This fee will not exceed 5% of the total amount of the in-app purchase transaction.
- 12.6. Thinkific will not refund fees in the event that you are unable to make available or use, or continue to make available or use, your White Label App through your ASV.
- 12.7. Any content accessible on your White Label App, including content generated by you or your users, will be subject to the

terms and conditions set out by your ASV, for which you will be solely responsible.

12.8. Thinkific does not guarantee and is not responsible for the availability of, content provided on, or functionality of, the ASV's platform or any third party sites relating to the ASV's platform.

12.9. Even if Thinkific supports you in resolving disputes with your chosen ASV, you are solely responsible for all content, technical support and customer service issues relating to your White Label App, including, but not limited to, in-app purchases, fulfillment, cancellation by you, your authorized users, returns, refunds, adjustments, rebates, functionality, warranty and feedback, reviews, or ratings.

12.10. When providing technical support and customer services to your users in connection with your White Label App, you must always present yourself as a separate entity from Thinkific and not as an agent or representative of Thinkific. As between you and Thinkific, you are solely responsible for all technical support and customer service issues relating to your White Label App.

13. Thinkific Experts

Thinkific Experts is an online directory of independent third parties ("Experts") that can help you build and operate your Thinkific site.

Which means

Experts are not employees of Thinkific and

Thinkific does not employ Experts and is in no way affiliated with Experts.

Thinkific does not endorse Experts and takes no responsibility for any work performed by Experts or failure to fulfill a work order. Links to websites of Experts, announcements about Services or offers, and responses to email inquiries regarding Experts, are provided solely for informational purposes at the discretion of Thinkific and will not be construed or imply permission, or an affiliation, position regarding any issue in controversy, authentication, appraisal, sponsorship, nor a recommendation or endorsement of any website, product, Services, activity, business, organization, or person, and any offers, products, Services, statements, opinions, content or information on any linked third-party website.

You acknowledge and agree that: (a) Thinkific is not a party to any terms or agreements that may be entered into between you and Experts; (b) Thinkific does not guarantee and is not responsible for the availability of services provided by Experts, and Thinkific does not represent, warrant or guarantee that the services of Experts will be adequate for your needs; and (c) you are responsible for your own dealings with Experts. Thinkific will have no liability whatsoever to you or any other person arising from or relating to your use of Experts. Any use by you of Experts is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms on which services will be provided by Experts.

we are not responsible for them.

14. Personal Data

- 14.1. The ordinary operation of our Services to you and administering your Thinkific Account requires us to collect personal data related to individuals that are you, your employees or your representatives (“Client Data”).
- 14.2. In connection with providing the Services to you, we may process personal data that is: (a) related to individuals who are your users, or (b) otherwise included in your Content (collectively, “User Data”).
- 14.3. We will process Client Data and User Data in accordance with: (a) these Terms of Service; (b) our Privacy Policy, which is available at <https://www.thinkific.com/privacy-policy/>, and (c) our Data Processing Addendum, which is available at <https://www.thinkific.com/dpa/> (“DPA”), to the extent that Client Data and User Data are subject to Data Protection Regulations as defined in the DPA. The Privacy Policy and DPA will form part of these Terms of Service and may be amended in accordance with their terms. We will not sell Client Data or User Data.
- 14.4. You acknowledge and agree that: (a) we will process User Data on your behalf as your service provider and, as between you and us, you remain the owner and controller of the Authorized User Data; (b) you are responsible for User Data as

Which means

In order to provide you with our services, we may need to process certain personal information.

its owner and controller; and (c) you (and not Thinkific) are responsible for ensuring that your use, and the use by your users, of the Services complies with all applicable laws, including privacy and data protection laws, as well as these Terms of Use.

14.5. You represent and warrant to Thinkific that: (a) all of your Content complies with all applicable laws and regulations in all relevant jurisdictions (including privacy and data protection laws) and does not infringe, violate or misappropriate any rights of any person; and (b) you have provided all required notices to and obtained all necessary consents from your users to allow Thinkific to provide the User Data as contemplated by these Terms of Service.

15. Digital Millennium Copyright Act

15.1. General Policy.

Thinkific has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<https://www.copyright.gov/dmca/>). It is Thinkific's policy to (a) block access to or remove Content that it receives good faith notice to be copyrighted material that has been illegally copied and distributed by any of its users; and (b) remove and discontinue Services to repeat offenders.

15.2. Procedure for Reporting Copyright Infringement and

Which means

Thinkific respects intellectual property rights and you should too. If we receive a DMCA Notice, we may disable access or remove the allegedly infringing content from your website. If you believe the claim is valid, you can proceed with a counter notification.

If you believe one of our customers is infringing your intellectual property rights,

Counter-Notice.

If you believe that Content residing on or accessible through the Thinkific web site or Services infringes a copyright (“Allegedly Infringing Content”), please send a notice of copyright infringement (“DMCA Notice”) containing the following information to the Designated Agent listed below:

- 15.2.1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- 15.2.2. Identification of works or materials being infringed;
- 15.2.3. Identification of the Allegedly Infringing Content to be infringing including information regarding the location of the Allegedly Infringing Content that the copyright owner seeks to have removed, with sufficient detail so that Thinkific is capable of finding and verifying its existence;
- 15.2.4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
- 15.2.5. A statement that the notifier has a good faith belief that the Allegedly Infringing Content is not authorized by the copyright owner, its agent, or the law; and

you can send Thinkific a DMCA Notice. We will expeditiously disable access or remove the allegedly infringing content and notify the customer. Be advised that we post all notices we receive.

15.2.6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Your DMCA Notice may not be effective if it fails to comply with the requirements of Section 512(c)(3) of the DMCA.

15.3. Once Proper Bona Fide DMCA Notice is Received by Thinkific's Support Team.

On receiving a valid DMCA Notice, Thinkific will expeditiously remove or disable access to the Allegedly Infringing Content. It is Thinkific's policy to notify the user that a DMCA Notice has been received and that the Allegedly Infringing Content may be removed. We will notify you if we receive a valid counter-notice from a user that believes the Allegedly Infringing Content was removed or disabled by mistake or misidentification, and may restore the removed content if within ten (10) business days of receiving the copy of the counter-notice, our designated agent does not receive notice from you that a court action has been filed.

15.4. Designated Agent to Receive Notification of Claimed Infringement.

Please contact Thinkific's Support Team via email to submit a Notification of Claimed Infringement:

Name: Thinkific.com, Attn: Copyright Claims Department
Email: customers@thinkific.com
Address: 400-369 Terminal Avenue, Vancouver, BC V6A 4C4,
Canada

16. Thinkific Accounts Payable Information

Business ID Number or Business Registration Number

Canada

GST Registration Number: 823324306RT0001

Business ID Number: 823324306

Provincial QST Registration Number: 1229953571

US Federal Tax ID Number: 30-1250234

Business Name

Canada: Thinkific Labs Inc.

US: Thinkific.com Inc.

Address

400-369 Terminal Ave, Vancouver, BC V6A 4C4

Finance individual contact information

Name: Thinkific Accounts Payable

Email: finance@thinkific.com

Phone: 1-888-832-2409

17. Languages

Which means

This information can be referenced if you are setting up Thinkific as a Vendor. Email us at billing@thinkific.com if you require additional information.

The parties have agreed that this arrangement will be established and all related documents be written in English. Les parties ont convenu que cette entente sera conclue et que tous les documents connexes soient rédigés en anglais.

18. General Terms

The failure of Thinkific to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision.

18.1. Force Majeure. Thinkific will not be liable for any delay or failure to perform any of its obligations under these Terms of Service if such delay or failure is due to causes beyond its reasonable control, including, without limitation, governmental laws and regulations, terrorists acts, acts of God or the public, calamities, floods, and storms, pandemics, epidemics, act of public authority, injunction, war, embargo, strike, lock out, failure or delay of supplier or carrier, failure of public utility, casualty, or natural disaster, or any other cause, circumstance or condition, whether pre-existing or supervening, that is beyond its reasonable control, or any other event that prevents or impedes the normal operation of the Services (a "Force Majeure Event"). Thinkific will use reasonable efforts to resume performance of the Services as soon as possible after the cessation or removal of the Force Majeure Event. If a Force Majeure Event prevents or delays Thinkific's performance for more than thirty (30) days, the Services may be terminated by

Which means

If Thinkific does not to enforce any of these provisions at any time, it does not mean that they give up that right later. These Terms of Service make up the whole agreement that applies to you. This means that any previous agreements between you and Thinkific don't apply if they conflict with these terms. These terms will be binding on your future representatives. No third parties have any rights under these terms, including your customers or students. If there is a problem with one of the provisions of these Terms of Service, the rest of the terms will still apply. Any disputes between us will be resolved using the laws and courts of British Columbia and Canada. You must comply with export control laws.

Thinkific without any continuing liability or obligation, notwithstanding outstanding payment of any fees accrued prior to the termination by the Account Owner.

- 18.2. These Terms of Service constitute the entire agreement between you and Thinkific and govern your use of the Services, superseding any prior agreements between you and Thinkific (including, but not limited to, any prior versions of these Terms of Service).
- 18.3. These Terms of Service will be binding on and enure to the benefit of the parties and their heirs and successors.
- 18.4. There are no third party beneficiaries to these Terms of Service, and you acknowledge that Thinkific will have no obligation or liability whatsoever to any third parties with which you may do business, including your customers or students.
- 18.5. If any provision of these Terms of Service is held void, invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provisions contained in these terms or the validity or enforceability of that provision or part thereof in any other jurisdiction, and the remaining portions of these terms will continue in full force and effect.

18.6. These Terms of Service are governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to principles of laws of any jurisdiction and notwithstanding your domicile, residency or physical location. The International Sale of Goods Act of British Columbia and the United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to these terms or to the transactions contemplated by these terms. You irrevocably agree to attorn to the exclusive jurisdiction of the courts of British Columbia.

18.7. You must not knowingly export or re-export, directly or indirectly, any product or software received from Thinkific under these Terms of Service to any destination, entity or person to which such export or re-export is restricted or prohibited by applicable laws. You represent and warrant that you are not on any such restricted or prohibited lists. Thinkific makes no representation or warranty that the Services are appropriate or available for use in any specific country or jurisdiction. You will not use the Services for military or quasi-military projects, unless specifically authorized by the appropriate governmental authority for such purpose.