

Thinkific Terms of Service

Last Modified: November 3, 2025 (previous version [Feb 21, 2025](#))

The following terms and conditions govern your Account (as defined below) and use of services with Thinkific Labs 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 (collectively, the “**Services**”), you are agreeing to be bound by the following terms and conditions (the “**Terms of Service**”), together with our [Data Processing Addendum](#) (“**DPA**”) and [Support and Service Level Agreement](#) (“**SLA**”), form the complete agreement between you and Thinkific (collectively, this “**Agreement**”). In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the DPA with respect to the processing of personal data; (2) these Terms of Service; and (3) the SLA. For clarity, our [Privacy Policy](#), [Cookie Policy](#), and [Guidelines for Content Management](#) describe how we handle data and are available on our website, but are not incorporated into this Agreement and are provided for informational purposes only.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF SERVICE, YOU MUST NOT SUBSCRIBE FOR AND ARE NOT PERMITTED TO USE THE SERVICES OR CREATE AN ACCOUNT (AS DEFINED IN SECTION 1 BELOW) 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 at: <https://www.thinkific.com/terms-of-service/>. 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. Definitions

In these Terms of Service, the following terms have the meanings set forth below:

“Account” means your account with Thinkific for accessing and using the Services.

“Account Owner” means the person or entity that signs up for the Services and is the contracting party under this Agreement as further described in Section 2.

“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, processes, hardware and tools of any kind.

“Content” means all content including videos, files, data, graphics, photos, links, text, and AI-generated content that are uploaded to or created within your Account.

“Feedback” means any ideas, suggestions, concepts, processes, techniques, questions, answers, codes/scripts, and other comments related to our services, site, proposed services, documentation or business.

“Sensitive Information” includes government-issued identification numbers, financial account information, personal health

Which means

References key defined terms used throughout these Terms of Service.

information, biometric data, and other categories of data defined as "sensitive" or "special" under applicable data protection laws.

“**Services**” has the meaning set forth in the preamble and includes all features, tools, and functionality provided by Thinkific under this Agreement.

2. Account Terms

You agree to the following terms relating to your Account:

- 2.1. Subject to your compliance with these Terms of Service, you are granted a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services provided by Thinkific in accordance with these Terms of Service.
- 2.2. 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.
- 2.3. 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.
- 2.4. You are responsible for ensuring that your registration information is true, accurate and complete.
- 2.5. 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

Which means

You have to use your own information to create a valid Account and you are responsible for the details of that Account. If you materially breach these Terms of Service, Thinkific may immediately terminate your Services without notice. Other termination procedures are described in Section 10.

If we need to reach you, we will send you an email to the email 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 all activity within your Account, whether with or without your knowledge or consent.

The Services include AI tools that may generate content, but you’re responsible for reviewing and verifying any AI-generated content before using it. AI outputs aren’t always accurate or appropriate, so don’t rely on them as professional advice. You should never input Confidential Information or Sensitive Information into AI features.

such communications on an individual basis by managing your communication preferences within the Services.

- 2.6. 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.
- 2.7. You are responsible for all activity within your Account (whether with or without your knowledge or consent), including all Content.
- 2.8. Thinkific provides artificial intelligence (“**AI**”) tools as part of its Services. The Services utilize AI tools and technology, including AI-generated content. You acknowledge that AI-generated content may be inaccurate, incomplete, or inappropriate. As with all of your content used with the Services, you are solely responsible for reviewing, verifying, and approving any AI-generated content before using or publishing it. AI-generated content that resembles advice is for general informational purposes only and should not be relied upon as professional advice. You must consult with appropriate professionals for specific advice tailored to your situation. Thinkific is not responsible for any consequences resulting from your use of AI-generated content. You acknowledge that AI-generated content may incorporate elements derived from third-party intellectual property, and you are solely responsible for ensuring that your use of AI-generated content does not infringe or misappropriate any third-party rights. Thinkific reserves the right to monitor any AI-generated content and if we determine that such content violates these Terms of Service or could materially harm Thinkific's reputation or other users, we may immediately modify or remove the AI-generated content or suspend or terminate your

access to your Account or the Services in accordance with Section 10.

- 2.9. 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. Thinkific may terminate this Agreement immediately upon any material violation of these Terms of Service.

3. **Account Activation**

- 3.1. Subject to Section 3.2, 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.
- 3.2. If you are signing up for the Services on behalf of your 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.

4. **General Conditions of Use**

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

- 4.1. Technical support is only provided to the paying Account Owners and is primarily available via the in-app chatbot or by email.
- 4.2. You are responsible for the activity in your Account and the conduct of your customers and users.

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.

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.

- 4.3. You must ensure that you and your customers and users do not, either directly or indirectly:
- 4.3.1. 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, hateful, dangerous, fraudulent, deceptive, misleading, threatening, harassing, defamatory, offensive, biased, obscene, vulgar, indecent, menacing, tortious or otherwise objectionable as determined by Thinkific in its sole discretion, (c) attempts, in any manner, to obtain the credentials, password, account, or other security information from any other user, (d) submits false or misleading information, or (e) breaches any laws, rules or regulations applicable to your access or use of the Services;
 - 4.3.2. 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;
 - 4.3.3. circumvent or attempt to circumvent any limitations imposed on your Account including any license, timing or use restrictions that are built into the Services;
 - 4.3.4. manipulate or attempt to manipulate our Services for any reason, including to receive lower pricing, for example, by signing up for free trials with different usernames,

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. Attempting to bypass our payment system may result in suspension or cancellation of your Account. If you'd like a no fees Account, 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. You must not use the Services to collect, store, or process Sensitive Information (including personal health information, government ID numbers, financial account details, or biometric data). The Services are not designed for managing such information, and your Account may be suspended or terminated if you violate this prohibition.

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

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

4.3.5. 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, except as expressly permitted for your authorized users;

4.3.6. 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;

4.3.7. 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;

4.3.8. use the Services to collect, store, or otherwise process any Sensitive Information. You acknowledge that the Services are not designed for the management of such information. If you use the Services to process any Sensitive Information, you do so at your own risk. Thinkific will have no liability for such use, and you are solely responsible for ensuring compliance with all applicable laws. Thinkific may suspend or terminate your Account if we determine that you are using the Services to process Sensitive Information in violation of this provision;

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

4.3.10. permit the Services to be used by anyone other than the

Account Owner or their authorized users as permitted under this Agreement;

- 4.3.11. 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;
- 4.3.12. the use of email Services provided by Thinkific is subject to the following monthly sending limits based on your subscription plan: (a) Basic - 24,500 emails; (b) Start - 49,500 emails; (c) Grow - 99,500 emails; and (d) Expand - 249,500 emails;
- 4.3.13. use of direct messaging features within the Services may not exceed 140,000 direct messages per Account annually. In the event that your usage of direct messaging features is exceeded, Thinkific reserves the right to restrict or suspend access to the direct messaging features under this Section 4.3.13;
- 4.3.14. 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;
- 4.3.15. violate, circumvent, or otherwise interfere with any security

measures or authentication of the Services; upload or transmit any malicious code, including any viruses or Trojan horses; or interfere with or disrupt the integrity or performance of the Services, including by overloading, flooding, spamming, or mailbombing;

4.3.16. use any robot, spider, device, technology or process to monitor or copy any data or pages within the Services or to use any deep-link, scraper, robot, bot, spider, data mining, computer code, manual process or any other device, program, tool, algorithm, process or methodology to systematically access, acquire, copy, slow, or monitor any portion of any Content, image, copyrightable material, data or information on any site of any person using the Services; and

4.3.17. 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.

4.4. You are responsible for maintaining separate backups of any Content you require, to the extent such Content is made available to you for download or export through the Services. If Thinkific chooses to provide export or download features for Content, not all Content (including videos uploaded by your users) may be available for download or export by you and Thinkific may discontinue such features at any time without notice.

4.5. Questions about the Terms of Service should be sent to support@thinkific.com.

4.6. 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.

- 4.7. You acknowledge that Content may include videos or other content uploaded by your users. You agree that Thinkific may, in accordance with its internal data retention and archiving policies, archive such content. While Thinkific may provide certain export or download features for Content from time to time, not all content (including videos uploaded by your users) may be available for download or export by you. You acknowledge and agree that you are responsible for maintaining separate backups of any Content you require, to the extent such content is made available to you for download or export through the Services. Thinkific reserves the right to monitor usage of video upload features and if we observe usage that significantly exceeds reasonable usage patterns for your subscription tier or that negatively impacts platform performance for other customers, we may take appropriate action. If we observe usage that significantly exceeds reasonable usage patterns for your subscription tier or that negatively impacts platform performance for other customers, we may immediately restrict or suspend access to video upload features or your Account in accordance with Section 10.
- 4.8. 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 the Services and Account.
- 4.9. From time to time, we may invite you to try, at no charge, pre-release services, functionalities, or features that are not yet

generally available to our customers ("**Beta Services**"). You may accept or decline any such trial at your sole discretion. Beta Services are for evaluation purposes only, are not considered "Services" under these Terms of Service, are not supported, and may be subject to additional terms. We may discontinue Beta Services at any time in our sole discretion and may never make them generally available. If a Beta Service is made generally available, we may charge a fee for such service. We provide Beta Services "AS-IS" without express or implied warranty of any kind, and we will have no liability to you for any harm or damage arising out of or in connection with a Beta Service. Without limiting the foregoing, you acknowledge that Beta Services may generate inaccurate or incomplete results and that your use of any information or content generated by Beta Services is at your sole risk.

4.10. We do not knowingly provide services or sell products to children. We do not knowingly collect personal information from children under the age of 16 or the applicable age of digital consent in any relevant jurisdiction. 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. You represent and warrant that you will not provide us with any personal information of minors, nor permit minors to use the Services, unless you have first obtained all necessary, legally-valid consents from a parent or legal guardian. If Thinkific becomes aware that you or your users are collecting personal information from minors without appropriate consents, we may immediately suspend or terminate your Account in accordance with Section 10. 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 support@thinkific.com.

5. **Thinkific Rights**

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

- 5.1. *Right to Modify or Terminate Services.* We reserve the right to modify or terminate the Services for any reason, without notice at any time.
- 5.2. *Right to Refuse Service.* We reserve the right to refuse our Services to anyone for any reason at any time.
- 5.3. *No Pre-Screening Content.* 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.
- 5.4. *Content Removal and Account Suspension.* We may, but have no obligation to, remove Content or suspend or terminate your Account or the Services if Content or activity violates these Terms of Service. If we remove Content, we may provide you with notice of such removal, except where prohibited by law. In addition, we may immediately suspend or terminate your access to your Account and/or the Services immediately if you violate the restrictions in Section 4.3.
- 5.5. 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.
- 5.6. We reserve the right to provide our Services to your competitors

Which means

We can modify, cancel or refuse the Services at any time. We can also remove Content or suspend or terminate your Account if your Content is objectionable or violates these Terms of Service. If we remove your Content, we'll usually tell you why (unless it's illegal content or we're legally prohibited from doing so). For material violations under Section 4.3, we may immediately suspend or terminate your Account. Other termination scenarios follow the procedures in Section 10.

In the event of an ownership dispute over an Account, we can freeze the Account or transfer it to the rightful owner.

We can terminate your Account if you become insolvent.

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.

- 5.7. 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.
- 5.8. 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.

6. Limitation of Liability

- 6.1. 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, 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

Which means

You must defend and indemnify us if a third party sues us because of your use of the Services, your content, or your violation of laws or third-party rights. However, if someone claims our Services infringe their intellectual property, we'll defend you and that liability isn't capped under this section.

Services are "as is". Thinkific doesn't promise that everything will work perfectly or meet all your needs. There are no guarantees that the

DAMAGES IN ADVANCE.

- 6.2. 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 THIS AGREEMENT, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY CLAIMS THAT YOUR CONTENT OR YOUR USE OF THE SERVICES INFRINGES, MISAPPROPRIATES OR VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 6.3. 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 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 THIS AGREEMENT.
- 6.4. DISCLAIMER OF LIABILITY FOR ARTIFICIAL INTELLIGENCE (AI) SYSTEMS. AI SYSTEMS ARE NOT FLAWLESS AND ARE KNOWN

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 should never input confidential or Sensitive Information into AI features.

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 more risk.

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 7.1 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 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. 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. 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. THINKIFIC EXPRESSLY DISCLAIMS ANY LIABILITY FOR MISREPRESENTATIONS, ERRORS, OR INACCURACIES IN CONTENT GENERATED BY AI

TECHNOLOGIES.

- 6.5. 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, (E) ANY THIRD PARTY PRODUCTS 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, OR (F) YOU WILL BE ABLE TO USE OR MAKE AVAILABLE, OR CONTINUE TO USE OR MAKE AVAILABLE, ANY BRANDED MOBILE APP THROUGH AN APP STORE VENDOR. FOR GREATER CERTAINTY, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE, WILL CREATE ANY WARRANTY, REPRESENTATION OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.
- 6.6. IN NO EVENT WILL THINKIFIC'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, 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 OR PAYABLE BY YOU FOR THE SERVICES HEREUNDER DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE, OR (B) \$100. THE LIMITATIONS SET

FORTH IN THIS SECTION 6 WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

6.7. 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 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.

7. **Intellectual Property and Content**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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

Which means

Anything you upload remains your property and your responsibility. You can remove it anytime by deleting your Account.

You are responsible to ensure that your Content adheres to applicable laws and regulations. By uploading Content, you grant Thinkific the rights to use, display, and modify your Content as necessary for providing and improving our services.

While Thinkific has the right to review Content to verify legal compliance and adherence to our Terms of Service, we do not have an

de-identified basis, your Content to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services; (d) without limiting subsection (c) to permit Thinkific to use the Content in connection with the operational use of AI Technologies. Thinkific will not use the Content in connection with the training, development and operation of AI Technologies; (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 expressly disclaims any liability for misrepresentations, errors, or inaccuracies in content generated by AI Technologies.

- 7.4. You acknowledge that, in order to ensure compliance with legal obligations, Thinkific may (but is not obligated to) review any 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 any Content that we believe violates the law or this Agreement. 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.
- 7.5. If you choose to provide 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.
- 7.6. 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.

obligation to actively monitor Content.

We don't use your identifiable Content to train AI models - our use is limited to operational service delivery. Any Feedback provided 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 improvements related to our Services, including any modifications, derivative works, or enhancements developed in connection with the Services. You must indemnify and defend Thinkific against third-party claims arising from your use of the Services, your Content, or your violation of laws or third-party rights. Thinkific is not responsible for any AI-generated content inaccuracies, intellectual property issues, or unintended consequences.

Thinkific respects intellectual property rights and you should too. Our detailed procedures for handling copyright infringement claims are

7.7. Each party (the “**Receiving Party**”) acknowledges that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business that is marked as confidential or that a reasonable person would conclude is confidential in light of the circumstances surrounding which the information was disclosed (“**Confidential Information**”), excluding any information that the Receiving Party can document: (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) was in its possession or known by it prior to receipt from the Disclosing Party, without any obligation of confidentiality; (c) was rightfully disclosed to it without restriction by a third-party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) was instructed or permitted by the Disclosing Party to disclose. Confidential Information of Thinkific includes, without limitation, non-public information regarding pricing, personnel, or partnerships, features, functionality, security and performance of the Services. The Receiving Party will (a) take reasonable industry standard precautions to protect such Confidential Information from unauthorized use and disclosure, and (b) not use (except in performance of the Services or as otherwise permitted herein) or divulge to any third-party any such Confidential Information, except to the Receiving Party’s and its affiliates’ employees, consultants, officers, directors or advisors with a bona fide need to know the Confidential Information and in each case subject to written obligations of confidentiality no less onerous than those set out in these Terms of Service. The Receiving Party does not acquire any rights, express or implied, in the Disclosing Party’s Confidential Information, except for the limited use specified in these Terms of Service. If the Receiving Party is required by law, regulation, court order or any governmental or regulatory body or authority to disclose all or any part of the Confidential Information of the Disclosing Party, the Receiving Party will, to the extent legally

set out in our standalone DMCA Policy, which may be amended in accordance with its terms and is available on our website.

permissible: (a) immediately notify the Disclosing Party of the requirement; and (b) use commercially reasonable efforts to provide the Disclosing Party with an opportunity to take the steps as it desires to challenge or contest the disclosure or seek a protective order or other remedy. Thereafter, the Receiving Party may disclose the Confidential Information, but only to the extent so required and subject to any protective order or other remedy that applies to the disclosure. The Receiving Party acknowledges that a breach of this Section 7 could cause irreparable harm to the Disclosing Party for which monetary damages may not be ascertainable or an adequate remedy, and the Receiving Party agrees that the Disclosing Party will have the right, in addition to all other rights and remedies available to it, to seek injunctive or other equitable relief in any court of competent jurisdiction for any violation of this Section 7, and the Receiving Party waives any requirement for the posting of a bond in connection therewith.

- 7.8. If you remove Content, delete your Account or if this Agreement is terminated, you agree that Thinkific may use and retain a copy, including archives, of your Content, your Confidential Information or any information related to your Account (including Content and personal information) for any legitimate business purposes and to the extent necessary to meet our legal compliance obligations and for security, fraud prevention, and service improvement purposes.
- 7.9. 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 derivative works, 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) without limiting subsection (b), use the Content in connection with the operational use of AI Technologies to provide AI-powered within your Account. Thinkific will not use identifiable Content to train or develop AI models; and (d) all intellectual property rights related to any of the foregoing, including any modifications, derivative works, improvements, or enhancements thereof, regardless of whether created in collaboration with or based on your Feedback or your users. No rights or licenses are granted by Thinkific except as expressly set out in this Agreement, and all such rights are expressly reserved to Thinkific.

7.10. You acknowledge that a breach of this Section 7 could cause irreparable harm to Thinkific for which monetary damages may not be ascertainable or an adequate remedy, and Thinkific will have the right, in addition to all other rights and remedies available to it, to seek injunction or other equitable relief in any court of competent jurisdiction, for any violation of this Section 7, and you waive any requirement for the posting of a bond in connection therewith

8. **Payment of Fees and Taxes**

- 8.1. 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.
- 8.2. 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

Which means

For live payment gateways, a valid credit card is required. We bill in advance and payment is due immediately. You are responsible for all Taxes on your Thinkific subscription and for determining Taxes that apply to your transactions with your customers. If you're in a jurisdiction that is subject to Tax on your Thinkific subscription and you have been granted Tax exempt status from a valid government body, please reach out to

even after issuing an invoice or receiving payment.

- 8.3. 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 30 days of receipt of an invoice/bill. If payment fails or your Account becomes past due, we will notify you and provide you with 21 days to update your payment method and bring your Account current. If payment is not received within such 21-day period, we will automatically downgrade you to a free plan.
- 8.4. 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**”).
- 8.5. Except as described below in Section 8.10, 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.
- 8.6. 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

Customer Support and provide us with your exemption certificate. For transactions processed through Thinkific Payments, we will determine and end user Taxes to the government as a marketplace facilitator, based on the information you provide to us. You are responsible to provide accurate, complete and updated information to us.

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

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.

- 8.7. 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.
- 8.8. To the extent that Thinkific charges these Taxes, they are calculated using the applicable Tax rates based on the jurisdiction that you provide to us for you and for your customers, students and other users. 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 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.

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

8.10. *End User Taxes.* For payments facilitated by Thinkific Payments (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. You are responsible for providing accurate information to Thinkific for determination purposes. You will be solely responsible for any Tax liability arising from incomplete or inaccurate information that you provide to us, including (i) the nature and classification of goods and services sold; (ii) the jurisdiction in which you, your customers, students and other users are located; (iii) your Tax registration status in any jurisdiction; and (iv) any applicable Tax exemptions. Thinkific will notify you if we identify information that appears incomplete or inconsistent, and you agree to promptly provide any additional information or corrections requested by Thinkific for Tax determination purposes. In the event that you become registered for a 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.

9. **Thinkific Payments**

9.1. *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 (“**Payment Provider**”) to facilitate Thinkific Payments. We reserve the right to change the Payment 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 Payment Provider. You acknowledge that Thinkific Payments is subject to the terms and conditions of the Payment Provider, and we may update this Section 8 from time to time.

9.2. *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.

9.3. *Settlement of Transactions.*

9.3.1. 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

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 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.

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

Thinkific plan changes. Payouts for new customers or students may be delayed while we verify your Account.

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

9.3.3. We may delay settlement if we determine, in our sole discretion, the 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.

9.4. *Chargebacks.*

9.4.1. 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, our Payment 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 reserve the right to charge you a fee of \$/€/£ 20 for each Chargeback.

9.4.2. For any transaction that results in a Chargeback, we may

that goes through our platform. If we suspect fraud 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. You are responsible for processing refunds through your Account.

A Chargeback occurs when a payment is reversed and returned to the customer. This can happen if the customer disputes the transaction, it wasn't authorized, or it's suspected to be unlawful. We charge a \$/€/£20 fee for each Chargeback. We may withhold Chargeback amounts in a Reserve and deduct associated fees from your Account. If you have excessive Chargebacks, we may establish new fees, create reserves, delay payments, or suspend your Account. You are responsible for paying the full Chargeback amount if we can't recover funds. We may hold your payment information to cover outstanding obligations even after service termination

withhold the Chargeback amount in a Reserve (defined below). We may deduct the amount of any Chargeback 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.

- 9.4.3. If we determine that you are incurring an excessive amount of Chargebacks (including where your Chargeback rate exceeds industry standard thresholds established by payment card networks), we may immediately establish controls or conditions governing your Account, including without limitation, by: (i) establishing new processing fees that are commercially reasonable and commensurate with the increased risk; (ii) creating a Reserve in an amount reasonably determined by us

to cover anticipated Chargebacks and related fees; (iii) delaying settlement; and (iv) as a last resort, terminating or suspending your access to the Thinkific Payments or other Services in accordance with Section 10.

9.4.4. 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.

9.5. *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 Payment 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 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.

9.6. *Refunds and Returns.*

9.6.1. 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 Payment 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.

9.6.2. 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 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.

9.7. *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.

9.8. *Stripe Connected Accounts.* Where Stripe, Inc. (“**Stripe**”) is the Payment Provider, the following provisions will apply:

9.8.1. 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.

9.8.2. 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.

9.8.3. 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.

9.8.4. 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 Account, or require you to pay such losses to Thinkific.

9.8.5. 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 this Agreement or the Stripe Documentation.

10. **Account Downgrade and Termination**

- 10.1. *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 'Change/Cancel 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 may be retained on the free plan or lower-tier subscription, ensuring that you do not lose any data during this transition. Thinkific makes no guarantee regarding data retention during plan changes and you are responsible for backing up any Content you wish to preserve.
- 10.2. *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 account is cancelled, all of your content may be permanently deleted from the Services. Before proceeding with cancellation, understand that data deletion is irreversible. It is important to note that data deletion is irreversible. Thinkific will not be held responsible for any data loss resulting from Account cancellation. As noted in Section 7, if you remove Content, we may retain a copy for our business purposes related to these Terms of Service and to the extent necessary to meet our legal and compliance obligations.
- 10.3. *Billing After Account Changes.* 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.
- 10.4. *Termination for Insolvency.* Thinkific may terminate your access to the Services immediately, without notice, if you cease to do business as a going concern; admit in writing your inability to pay debts as they become due; file or become the subject of a petition in bankruptcy;

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. On termination, we may delete all your Content and Account. On downgrade to a free plan, Content may or may not be retained - Thinkific makes no guarantee regarding data retention during plan changes, so export any Content you need beforehand. Data deletion is irreversible and we are not responsible for data loss. We may retain 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 covers the entire period.

We may modify, suspend, or terminate your Account at any time for any reason (including suspected fraud, violations of these Terms of Service, or if your Content is objectionable). If you become insolvent or enter bankruptcy proceedings, we may immediately terminate your Account and Services under Section 10.4.

appoint or acquiesce to the appointment of a receiver or trustee; become 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. 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.

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

10.6. *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.

11. **Modifications to the Services and Prices**

Prices for using the Services are subject to change upon 30 days 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 may modify, enhance, or discontinue features of the Services at any time in its sole discretion.

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

12. **Optional Third Party Tools**

Thinkific may provide you with access to, or integration with, tools as part of the Services, including for example the Thinkific App Store, over which Thinkific neither monitors nor has any control or input (“**Third-Party**

Which means

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”). 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 Tools. Thinkific will have no responsibility or liability whatsoever to you or any other person arising from or relating to your use of optional third party 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 you should charge your customers.

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 any third-party tools and you use all third-party tools entirely at your own risk. 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 you should charge end users.

13. **Branded Mobile Apps**

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

13.1. Thinkific is not a party to any terms or agreements that may be

Which Means

You are responsible for ensuring that your Branded Mobile App is accepted by your chosen app store vendor. Thinkific will not offer refunds in the event that your Branded

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.

Mobile app is not accepted by your chosen app store vendor. You are responsible for providing your own technical support.

- 13.2. Your decision to make available your Branded Mobile App through an ASV is at your own risk and discretion.
- 13.3. Thinkific does not guarantee that your Branded Mobile 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.
- 13.4. All mobile apps including your Branded Mobile 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 Branded Mobile App listing being revoked or suspended by the ASV without advance warning and/or control by Thinkific.
- 13.5. In the event that Thinkific incurs fees or charges from an ASV as a result of or in connection with in-app purchases made through the Branded Mobile Apps, Thinkific will pass through those fees to you. We will provide you with notice of any such fees before they take effect. You may discontinue use of the Branded Mobile Apps through the ASV at any time to avoid such fees.
- 13.6. 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 Branded Mobile App through your ASV.
- 13.7. Any content accessible on your Branded Mobile 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.

- 13.8. 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.
- 13.9. 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 Branded Mobile App, including in-app purchases, fulfillment, cancellation by you or your authorized users, returns, refunds, adjustments, rebates, functionality, warranty and feedback, reviews, or ratings.
- 13.10. When providing technical support and customer services to your users in connection with your Branded Mobile App, you must always present yourself as a separate entity from Thinkific and not as an agent or representative of Thinkific. Thinkific may, in its sole discretion, provide support services to facilitate your use of Branded Mobile Apps. You remain solely responsible for your Branded Mobile App, including compliance with all app store requirements, and Thinkific makes no guarantee regarding approval, timing, or continued availability of your Branded Mobile App. As between you and Thinkific, you are solely responsible for all technical support and customer service issues relating to your Branded Mobile App.

14. **Thinkific Experts**

Thinkific Experts is an online directory of independent third parties ("**Experts**") that can help you build and operate your Thinkific site. Thinkific does not employ Experts and is in no way affiliated with any of the 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

Which means

Experts are not employees of Thinkific and we are not responsible for them.

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.

15. **Personal Data**

15.1. The ordinary operation of our Services to you and administering your Account requires us to collect personal data related to individuals that are you, your employees or your representatives (“**Client Data**”).

15.2. 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**”).

15.3. We will process Client Data and User Data in accordance with: (a)

Which means

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

these Terms of Service; (b) our Privacy Policy and (c) our DPA, to the extent that Client Data and User Data are subject to Data Protection Regulations as defined in the DPA. We will not sell Client Data or User Data.

- 15.4. 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 User Data; (b) you are responsible for User Data as 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 Service.
- 15.5. 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 this Agreement.

16. **Security Commitments**

- 16.1. We may implement and maintain such physical, organizational, and technological security measures as we deem appropriate, in our sole discretion, to the sensitivity of personal data processed through the Services, designed to protect against loss, theft and unauthorized access, disclosure, use, modification or disposal of such data.
- 16.2. In the event of a Data Incident (meaning any actual or reasonably suspected unauthorized access to, disclosure of, or loss of personal data processed through the Services), we may inform you as reasonably practical after becoming aware of the Data Incident. We will take commercially reasonable steps to contain, mitigate and remediate any such Data Incident in our sole discretion.
- 16.3. You acknowledge that no security measures are perfect and that we cannot guarantee the security of your data or that a Data Incident will not occur.

17. **Digital Millennium Copyright Act**

Thinkific responds to allegations of copyright infringement in accordance with our [Digital Millennium Copyright Act Policy](#), which may be amended in accordance with its terms and is available on our website.

18. **Thinkific Accounts Payable Information**

Business ID Number or Business Registration Number

Canada

GST Registration Number: 823324306RT0001

Business ID Number: 823324306

Which Means

We use industry-standard security measures to protect your data. If there's a data breach affecting your information, we'll notify you promptly and work to fix the issue. While we take security seriously, no system is 100% secure.

Which means

Thinkific respects intellectual property rights and you should too. Our detailed procedures for handling copyright infringement claims are set out in our standalone Digital Millennium Copyright Act (“**DMCA**”) Policy, which may be amended in accordance with its terms.

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

Provincial QST Registration Number: 1229953571

US Federal Tax ID Number: 30-1250234

information.

Business Name

Canada: Thinkific Labs Inc.

US: Thinkific.com Inc.

Address

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

Name: Thinkific Accounts Payable

Email: finance@thinkific.com

Phone: 1-888-832-2409

19. **Languages**

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.

20. **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.

20.1. *Force Majeure*. Neither party will be liable for any failure or delay in performance under these Terms of Service (other than for delay in the payment of fees due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving such party's employees), or denial-of-service attacks (each, a "**Force Majeure Event**"), provided that the delayed party: (a) gives the other party

Which means

If Thinkific does not enforce any of these provisions at any time, it does not mean that they give up that right later. This Agreement constitutes the entire agreement that applies to you. This means that any previous agreements between you and Thinkific don't apply if they conflict with these Terms of Service. This Agreement will be binding on your future representatives. No third parties have any rights under this Agreement, including your customers or students. If there is a problem with one of the provisions of this Agreement, the rest of the

prompt written notice of such cause; and (b) uses its reasonable efforts to mitigate the effects of the Force Majeure Event, provided that Thinkific's obligations under this Section 20.1 are limited to commercially reasonable efforts and to recommence performance. If a Force Majeure Event continues for more than 30 days, Thinkific may terminate this Agreement upon written notice.

20.2. *Notices.* Any notice required under these Terms of Service may be sent to the email address you provided during Account registration (for notices to you), or through the Services interface, and such notice shall be deemed effective when sent regardless of whether you actually receive it, or to support@thinkific.com (for notices to Thinkific). Notices sent by email are deemed received on the day sent if sent during business hours, or on the next business day if sent outside business hours.

20.3. This Agreement constitutes the entire agreement between you and Thinkific and governs your use of the Services, superseding and replacing any prior or contemporaneous agreements between you and Thinkific (including any prior versions of these Terms of Service).

20.4. This Agreement and the rights granted under this Agreement may not be assigned by you without the prior written consent of Thinkific, except that either party may assign this Agreement to: (a) any entity or person controlling, controlled by, or under common control with such party (where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of an entity, whether through ownership of voting securities, by contract or otherwise); or (b) an entity that acquires all or substantially all of such party's business assets to which this Agreement pertains. Any attempted assignment in violation of this Section 20.4 will be

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.

void. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

- 20.5. The relationship between the parties is that of independent contractors. In this Agreement, “including” means “including without limitation.” 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.
- 20.6. If any provision of this Agreement 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 this Agreement or the validity or enforceability of that provision or part thereof in any other jurisdiction, and the remaining portions of this Agreement will continue in full force and effect.
- 20.7. 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.
- 20.8. You will 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.