

Kaizen Global Inc.'s Customer Terms of Use

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By using this site or by clicking “I agree”, you (the “**User**”) signify your agreement to the Independent Business Owner (“**IBO**”) Agreement, the Kaizen Global Inc.’s (“Kaizen Global”) Policies and Procedures, Terms of Use, Privacy Policy, Risk Disclosure and the Kaizen Global Compensation Plan (collectively referred to as the “Agreements”), all in their current form and as amended by Kaizen Global in its sole discretion. If you do not agree to these Agreements, please do not use this site and do not click “I agree”. Please check this Agreement periodically for changes as Kaizen Global reserves the right to revise this Agreement.

Kaizen Global will change these Agreements from time to time. In the event of a change to this Agreement, your continued use of this site following the posting of any changes constitutes acceptance of such changes. Kaizen Global reserves the right to terminate a User’s use of this site at any time without notice and may do so for any breach of this Agreement.

1.0 Kaizen Global’s Terms of Use

1.1 Definitions

Agreement: The contract between the Company and each use and IBO, includes: the IBO Agreement, the Kaizen Global Policies and Procedures, Terms of Use, Privacy Policy, Risk Disclosure and the Kaizen Global Compensation Plan, all in their current form and as amended by Kaizen Global in its sole discretion. These documents are collectively referred to as the “Agreement.”

Cancel: The termination of an IBO’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.

Compensation Plan: The guidelines and referenced literature for describing how IBOs can generate commissions and bonuses.

Customer: A Customer who purchases Kaizen Global services and does not engage in building a business or selling the service.

Independent Business Owner: An individual, who purchases product, generates sales and business building commissions.

1.2 You Must Be 18 or Older to Agree to this Agreement and Use This Site and Not a Resident of Quebec

This Agreement must be completed, understood and agreed to by a person over 18, who is not a resident of Ontario or Quebec, and who has provided their true residential address upon registration. You warrant that you have provided your true residential address and release Kaizen Global and/or its principles from any and all liability in connection with your membership, your participation therein with regards to any misrepresentation pertaining to your personal residential address. If a parent or guardian wishes to permit a person under 18 to access this site, he or she should email Kaizen Global with his or her explicit permission and acceptance of full legal

responsibility. If you are not yet 18 or are accessing this site from any country where this material is prohibited, please exit now as you do not have proper authorization or capacity to enter into this legal agreement.

1.3 Refund Policy

By accepting these Terms of Use, you have noted that this policy has been clearly posted for your information before the purchase decisions was made.

When you cancel, you may request a refund for your last payment processed. To cancel, you must email support@kaizenglobal.com stating that you wish to cancel your initial order and would like to receive a refund of your last subscription. With your request for refund, you must indicate the reason you are requesting a refund.

Due to the digital nature of the service and the immediacy of the benefits, Kaizen Global is not able to offer any additional refunds. For greater certainty, there are no circumstances in which refunds will be provided in excess of the last subscription payment made, there is no obligation to provide a refund or credit outside the last subscription payment made in situations like the following:

- you have changed your mind about buying our service;
- you bought our service by mistake;
- you do not have sufficient expertise to use our service; or
- you can no longer access our service because it has been removed.

1.4 Immediate Delivery of Digital Content

Upon each product sale, customers and participants are given **immediate** access to the electronic training materials offered by Kaizen Global. As soon as Kaizen Global provides you with access to our system, they have provided you with the service.

1.5 You Authorize Kaizen Global to Charge Your Credit Card

You hereby authorize Kaizen Global, through its payment processor, to charge your credit card or other payment means for the initial transaction and your ongoing subscription fee. By accepting this agreement, you acknowledge the charges of either \$169.99 and the reoccurring subscription cost of \$169.99 per month as a Preferred Retail Customer or \$215.99 and the reoccurring subscription cost of \$169.99 plus \$15.99 as a Zen Pack Distributor or \$65.99 and the reoccurring subscriptions cost of \$15.99 as solely a Distributor hereon and assume full responsibility for said charges and agree to honor and abide by the terms of payment. The initial transaction and your ongoing subscription fee will appear as “AWSW Kaizen Group International LTD” or “Kaizen Group International LTD”.

1.6 Cancellation of Ongoing Charges

When you cancel, you may request a refund for your last payment processed. To cancel, you must email support@kaizenglobal.com stating that you wish to cancel your

initial order and would like to receive a refund of your last subscription. With your request for refund, you must indicate the reason you are requesting a refund.

1.7 Pursuant to This Agreement Credit Card Chargebacks Are Deemed Fraudulent

Without exception, credit card chargebacks are deemed fraudulent for the following reasons.

1.7.1 Service/Merchandise has been Provided, Delivered, and Received

Upon the completion of your purchase, you will be provided with **immediate** access to our digital content. As Kaizen Global provides digital content that can be accessed and misappropriated instantly and upon the completion of your purchase you have been provided with our service, you acknowledged that the service has been delivered. Furthermore, Kaizen Global provided you with a ten-day opportunity to obtain a refund. For these reasons, credit card chargebacks claiming that “Services Not Provided or Merchandise Not Received” or the like, are fraudulent. As evidence for any claim relating to “Services Not Provided or Merchandise Not Received” we will collect at least two of the following:

- The Purchaser’s IP address and the device’s geographical location at the date and time of the transaction;
- Device ID number and name (if available);
- Purchaser’s name and email address linked to the customer profile on record with you
- Evidence that the profile set up by the purchaser on you website or application was accessed by the cardholder and successfully verified by the merchant before the transaction date.
- Proof that your website or application was accessed by the cardholder for goods or services on or after the transaction date.
- Evidence that the device and card used in the disputed transaction were the same as in any previous, undisputed transactions.

1.7.2 Service/Merchandise Provided are as described and Not Defective

Kaizen is an industry leader in Forex education. The description of goods provided when you were making your purchase was:

Gain instant access to the world’s most sought after Forex education program! Bundled with thousands of hours of educational videos, live sessions, our coveted 8 week power course, a large software download library, and a plethora of certified courses. Available in English and Spanish. Mobile application included”

Upon the completion of your purchase you have been provided with **immediate** access to our educational content as described in our purchasing description. Your login provided you with the ability to access all of goods as described in the above description. Furthermore, Kaizen Global provided you with an opportunity to refund your last payment. For these reasons, credit card chargebacks claiming “Not as Described or Defective Merchandise” or the like, are fraudulent.

1.7.3 Authorized, Recognized and Non-Fraudulent Transaction

By accepting the Terms of Use and the associated agreements, acknowledging the initial amount charged and all reoccurring subscription fee, and providing us with your credit card information, you unequivocally authorized us, through our payment processor, to charge your credit card for the initial transaction and all ongoing subscription transactions. In accordance with Section 1.5 You Authorize Kaizen Global to Charge Your Credit Card, you have authorized Kaizen Global to charge your credit card for the initial transaction and your ongoing subscription fee. Furthermore, in accordance with 1.6 Cancellation of Ongoing Charges if you canceled less than ten-days before your monthly billing period, you authorized us to charge, through our payment processor, your next month's subscription fee to your credit card, you were billed for that month, and continued to have access to the service through the end that month. For these reasons, credit card chargebacks claiming "Fraudulent Multiple Transactions", "Unrecognized Transaction", "Counterfeit Transaction", "Declined Authorization", "No Authorization", or the like, are fraudulent.

For the reasons above, you have waived your right to pursue a credit card chargeback as any and credit card chargebacks are deemed fraudulent for the prescribed reasons. If you breach this agreement and file a chargeback, you agree to reimburse us for any costs incurred in researching and responding to such chargeback, including without limitation, our actual costs paid to the credit card processor or our banks, other third parties, and the reasonable value of the time of our employees and owners spent on the matter, as determined in our discretion in good faith. Kaizen Global is also entitled to pursue civil actions against you in your jurisdiction or another jurisdiction. Furthermore, by making no reasonable effort to effort to resolve any problems with your subscription, you have provided Kaizen Global with equivocal evidence of your fraudulent transaction.

If a chargeback is placed or threatened, Kaizen Global also reserves the right to report the incident for inclusion in chargeback abuser database(s) of our choosing and in our sole discretion. The information reported will include name, email address, order date, order amount, IP address, full address, and phone number. Being listed on such databases may make it more difficult or even impossible for you to use (any of) your credit card(s) on future purchases with us or other merchants. Chargeback abusers wishing to be removed from the database shall make payment to us for any outstanding amount owed to us + \$50.00 USD for processing and handling by wire transfer or such other means as Kaizen Global may require.

1.8 License to Use This Site

Upon your agreement, Company hereby grants you a non-exclusive, non-transferable limited license to use this site in strict accordance with the terms and conditions in this Agreement. You agree not to make any false or fraudulent statements as you use this site. You acknowledge and agree that all content and services available on this site are property of Kaizen Global and are protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and internationally. All rights not expressly granted herein are fully reserved by Kaizen

Global, its advertisers and licensors. You agree to pay for any and all purchases and services using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorney's fees resulting from any non-payment.

1.9 License Restrictions

1.9.1 Use

Except as may be explicitly permitted, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this site. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, database or directory without written permission from Kaizen Global is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

1.9.2 Security

You agree that if requested and are issued a Username and Password by Kaizen Global, you shall use your best efforts to prevent access to this site and products associated with Kaizen Global through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying Kaizen Global immediately if you discover loss or access to such information by an unauthorized party and by using a secure Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Kaizen Global shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

1.9.3 Export

You agree that you shall comply with all applicable export and import control laws and regulations in your use of this site, or materials or services received through this site, and, in particular, you shall not export or re-export anything on or received through this site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

1.9.4 Government Use

If you are a branch or agency of the U.S. Government, the following provision applies. This site, code, contents, services and accompanying documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisitions by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisitions by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1

(JUN 1995) and 227.7202-3 (JUN 1995). Unpublished rights reserved under the copyright laws of the United States.

1.9.5 Errors and Corrections

While Kaizen Global uses reasonable efforts to include accurate and current information on our Site, Products, and Services, Kaizen Global does not warrant or represent that the Site, Products, and Services will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. Kaizen Global reserves the right to correct any inaccuracies or typographical errors on our Site, Products, and Services, including pricing and availability of products and services, and shall have no liability for such errors. Kaizen Global may also make improvements and/or changes to our Site, Products, and Services, features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us and we'll verify it for you.

1.10 Links to Other Websites

Our Site contains links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. Kaizen Global suggests that you carefully review the terms of use of each site you choose to access from our Site.

1.11 User's License Grant to Site

Except with regard to personal information, all information which you post on this site or communicate to Kaizen Global through this site (collectively "Submissions") shall forever be the property of Kaizen Global. Kaizen Global shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without copy, Kaizen Global shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

1.12 User Conduct

By using features of this site that allow you to post or otherwise transmit information to or through this site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

- A. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, sexually explicit or graphic, or otherwise in violation of this site's rules or policies;

- B. infringes any patent, trade mark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
- C. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- D. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- E. impersonates any person or entity, including any employee or representative of this site, its licensors or advertisers.

You also agree that you shall not harvest or collect information about the users of this site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third party.

You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone 18 years old or younger without appropriate parental consent.

This site generally does not pre-screen, monitor, or edit the content posted by users of this site. However, this site and its agents have the right, at their sole discretion, to remove any content that, in this site’s sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate. This site is not liable for any failure, delay, damages or results, in removing such content.

You agree that your use of this site may be suspended or terminated immediately upon receipt of any notice which alleges that you have used this site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, you agree that the owner of this site may disclose your identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or result of a subpoena or other legal action, and the owner of this site shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this site for such disclosure.

1.13 Intellectual Property Rights

1.13.1 Copyright

The Site design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED.

The posting of any such elements on the Site does not constitute a waiver of any right in

such elements. You do not acquire ownership rights to any such elements viewed through the Site. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, mechanical, photocopying, recording, or otherwise, without Company's prior written permission.

1.13.2 Trademark

Kaizen Global's name, logo, and all product names, company names, and other logos, unless otherwise noted, are trademarks and/or trade dress of Kaizen Global. The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

1.14 Third Party Sites

You may be transferred to online merchants or other third party sites through links or frames from this site. You are cautioned to read their Terms and Conditions and/or Privacy Policies before using such sites. These sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive. These other sites are not under the control of Kaizen Global and are not monitored or reviewed by Kaizen Global. The inclusion of such a link or frame does not imply endorsement of this site by Kaizen Global, its advertisers or licensors, any association with its operators and is provided solely for your convenience. You agree that Kaizen Global and its licensors have no liability whatsoever from such third-party sites and your usage of them.

1.15 Disclaimer of Warranties

Kaizen Global only provides Forex education and Kaizen Global is not a forex brokerage, forex dealer, or investment advisor. As such, the purpose of Kaizen Global's site is to only educate you about Forex trading and not to provide investment or financial advice. Kaizen Global, its advertisers and licensors make no representation or warranties about this site, the suitability of the information contained on or received through use of this site, the results of any investments, or any service or products received through this site.

Forex trading and trading currencies is extremely risky. You assume complete responsibility for all trades and investments which may result in positive and negative results. Before you make any investment decisions, you should always consult a qualified investment advisor in your jurisdiction.

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will be corrected; or that the contents of any information received through this site is free of viruses or other harmful components.

Your use of this site is solely at your risk. User agrees that it has relied on no warranties, representations or statements other than in this agreement. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you but shall apply to the maximum extent permitted by law of your jurisdiction.

1.16 Limitation of Liability

Under no circumstances shall Kaizen Global, advertisers and/or its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use or inability to use, this site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strictly liability, or any other basis, even if Kaizen Global, advertisers and/or its licensors have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, Kaizen Global, advertisers and/or its respective licensors' liability in such jurisdictions shall be limited to the maximum extent permitted by law of your jurisdiction. Furthermore, Kaizen Global will not be liable for the service or delivery of thirst party companies that provide services in association or for Kaizen Global.

1.17 Indemnification

You agree to defend, indemnify, and hold harmless Kaizen Global, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claim, and expenses, including attorney's fees, that arise from your use of this site, or any services, information or products from this site, or any violation of this Agreement. Kaizen Global reserves the right; at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Kaizen Global in asserting any available defenses

1.18 Legal Compliance

Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's identity and a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

1.19 Choice of Law And Forum

This site (excluding third party linked sites) is controlled by Kaizen Global from its offices within the State of Nevada, United States of America and its offices within the City of London, United Kingdom. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from, by accessing this site, both you and Kaizen Global agree that the statutes and laws of Ontario, Canada shall apply to any actions or claims arising out of or on relation to this Agreement or your use of this site, without regards to conflicts of laws principles thereof. You and Kaizen Global also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of Ontario, Canada and any legal proceedings shall be conducted in English. Kaizen Global makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited.

1.20 Miscellaneous

This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of Kaizen Global. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

This site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.