

The following are the terms and conditions for using EOC

I agree that by entering this website, I am subjecting myself and any business entity of which I have any legal or equitable interest to the personal jurisdiction of the Government of Ontario Canada should any dispute arise at any time between this website and myself and/or such business entity.

This warning page constitutes a legal agreement between this website and you and/or any business in which you have any legal or equitable interest. If any portion of this agreement is deemed unenforceable by a court of competent jurisdiction it shall not affect the enforceability of the other portions of the agreement

You Are Responsible For Information You Provide to Third Parties

We process credit card transactions via industry standard encryption through third party processors, which processors only use your information for that purpose. Financial Data is considered private information and will not be shared by us with third parties except with your authorization and as necessary to carry out orders placed by you with the understanding by you that such transaction(s) may be subject to the rules and policies of such third party. Financial or other Data provided by you to any companies or website advertising on the Site or in response to emails sent to you by the Site are not governed by this Privacy Policy. Any information provided by you to a third party, and any transaction with such a third party, is subject to that third party's terms and conditions and privacy policy.

Changes in the Ownership of the Site.

The Site is a growing online service. As such, we may have the occasion to buy or sell assets, including but not limited to merger, dissolution, and transfer of ownership. Depending upon the nature of the transaction, we may share any and all data provided by you to us (including Financial Data and Account Information) with third parties, as necessary to initiate, investigate or complete any such transaction(s).

TERMS AND CONDITIONS

The following Terms and Conditions govern your use and access to

English Online Class, shall be referred to from this point forward as the acronym of EOC

IMPORTANT! These Terms and Conditions also govern your membership to the site if you become a member. By accessing, using, printing, installing, or downloading any material from the site, or becoming a member of the site, you agree to be bound by these Terms and Conditions. These Terms and Conditions are subject to change by the sites at any time in its discretion. Your use of this site after such changes are implemented constitutes your acknowledgment and acceptance of the changes. If you do not agree to be bound by these Terms and

Conditions, you may not enter to the site, you must exit the site immediately and you may not use or access the site or print or download any materials from it. You may use and access the site only in accordance with these Terms and Conditions. Please consult these Terms and Conditions regularly and read them carefully before using the site. You affirm that you have read this Agreement and understand, agree and consent to its Terms and Conditions.

You are solely responsible for obtaining access to the software provided by EOC.

You must provide and are responsible for all equipment necessary to access the software provided by EOC.

VI. Copyright

The material and content accessible from the site, owned, operated, licensed, or controlled by The Dylan Way/Dylan Cito Courses(collectively, "Material") is the proprietary information and valuable intellectual property of The Dylan Way or the party that provided the Material to The Dylan Way, and The Dylan Way or the party that provided the Material to The Dylan Way retains all right, title, and interest in the Material. Accordingly, the Material may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of The Dylan Way, except that you may print out a copy of the Material solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Material. Modification or use of the Content except as expressly provided in these Terms and Conditions violates The Dylan Way' intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to the Site. All content included on the Site, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable material, data compilations and software is the property of The Dylan Way or its content suppliers and is protected by Canada and international copyright laws. The compilation of all content on each Site is the exclusive property of The Dylan Way or its content suppliers and protected by Canada and international copyright laws, as well as other laws and regulations.

VII. Access to the software.

To access the software or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all information you provide will be correct, current, and completed. If EOC arrives to the conclusion and, ergo, believes the information you provide is not correct, current, or complete, EOC has the right to refuse you access to its website or any of its resources, and to terminate or suspend your access at any time. Subject to

these Terms and Conditions and in consideration of your becoming a member, EOC hereby grants you a limited, nonexclusive, nontransferable personal license to access the Site and the Material contained therein. All material on the site shall be for private use only, and all other uses are strictly prohibited. You agree to prevent any unauthorized copying of the site, or any of the material contained therein. Any unauthorized use of the site or any of the material contained therein terminates this limited license effective immediately. This is a license to use and access the site for its intended purpose and is not a transfer of title. Violators of this limited license may be prosecuted to the fullest extent under law.

VIII. Restrictions on use of the site.

You may use the software for purposes expressly permitted by EOC. You may not use the software or the site for any other purpose, including any commercial purpose, without The Dylan Way' express prior written consent. Without the express prior written authorization of The Dylan Way, you may not: (a) duplicate the site or any of the material contained therein (except as expressly provided above in Section VII); (b) create derivative works based on the site or any of the material contained therein; (c) use the site or any of the Material contained therein for any commercial purpose, or for any public display, public performance, sale or rental; (d) distribute the site or any of the material contained therein; (e) remove any copyright or other proprietary notices from the site or any of the material contained therein; (f) frame or utilize any framing techniques in connection with the Site or any of the material contained therein; (g) use any meta-tags or any other "hidden text" using The Dylan Way' name or marks; (h) "deep-link" to any page of any of the site (including the homepage); (i) circumvent any encryption or other security tools used anywhere on the site (including the theft of user names and passwords or using another person's user name and password in order to gain access to a restricted area of any of the Site); (j) use any data mining, robots or similar data gathering and extraction tools on the site; (k) decompile, reverse engineer, modify or disassemble any of the software aspect of the material except and only to the extent permitted by applicable law; (l) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the material or any of your rights to access and use the material as granted in Section VII above; or (m) bookmark any page of any site beyond the membership log-in screen. You agree to cooperate with The Dylan Way in causing any unauthorized use to cease immediately. At any time, if the site provides service enabling users to share information or communicate with other users, you hereby agree not to publish, disseminate or submit any defamatory, offensive or illegal material while using the site or other services included on the Site. You are solely responsible for submitting any material that violates any Canadian or International laws even if a claim arises after your service is terminated, and, by doing so, your actions shall constitute a material breach of this Agreement and the site shall terminate all your rights under this Agreement. If users are allowed to share information and communicate with other users, you agree that all material you submit will be accessible to other users and will not be secure or private. You hereby agree that you have been noticed that all communications submitted to the Site can be accessed by agents, operators, and other users, regardless if they are the intended recipients of the messages.

IX. Membership

A. Password and Security

As part of the registration process, EOC selects a password which you must provide in order to gain access to the non-public portion of the software. You are solely responsible for maintaining the confidentiality of your e-mail address and password and are fully responsible for all activities that occur under your user e-mail address and password. EOC will not release your password for security reasons. You agree to (a) immediately notify EOC of any unauthorized use of your e-mail address and password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You are liable and responsible for any unauthorized use of the site until you notify EOC by email regarding any unauthorized use. Unauthorized access to the software is illegal and a breach of this Agreement.

C. Fees

You agree to pay all membership fees when due according to the billing terms. EOC posts the current membership fee as part of the registration process. EOC reserves the right to change any Site's membership fees at any time, with or without prior notice to you. At the time of registration, you must select a payment method. EOC reserves the right to contract with a third party to process all payments. Such third party may impose additional terms and conditions governing payment processing. Your account will be deemed past due if it is not paid in full by the payment due date. If your account becomes past due, you agree to pay interest on the past due amount at a monthly rate of 1.5%, or the highest amount allowed by law, whichever is lower, compounded daily, plus any additional collection costs, credits, charge backs and attorney's fees. Your card issuer agreement may contain additional terms with respect to your rights and liabilities as a card holder. You are responsible for reimbursing EOC for all credit card charge backs, dishonored checks and any related charges. You authorize EOC and its agents to make payments for the services provided to you through the Site by automatic check debit and credit card on your behalf. You hereby agree not to falsely report the credit card or check card lost or stolen, without good reason that it is lost or stolen, that you have used for payment of EOC goods or services, including subscriptions. Such fraudulent reporting to avoid payment for goods or services that you or anyone under your authority has made to EOC or the Site when you have an outstanding charge to EOC shall make you liable to EOC for \$25,000 in liquidated damages. This liability for liquidated damages is in addition to any other liability you may incur for breaches of any other Terms and Conditions in this Agreement.

D. Billing Errors

If you believe that you have been erroneously billed, please notify us immediately of such error. If we do not hear from you within thirty (30) days after such billing error first appears on any account statement, such fee will be deemed acceptable by you for all purposes, including resolution of inquiries made by your credit card issuer.

E. Refund Policy

EOC does not provide cash refunds. We do, however, grant credits in the form of free monthly memberships to resolve customer service issues. The billing system used by EOC or our authorized agents provides extensive credit card fraud protection measures and our site include many features to protect users from accidental charges. Therefore, refunds to your credit card will be provided only under the rarest of circumstances such as persistent technical problems originating with our equipment.

XI. Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT USE OF THE SITE OR ANY OF THE MATERIAL CONTAINED THEREIN IS AT YOUR OWN AND SOLE RISK. THE SITE AND ALL MATERIAL CONTAINED THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. EOC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE OR ANY MATERIAL CONTAINED THEREIN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES EOC MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SITE OR ANY OF THE MATERIAL CONTAINED THEREIN. YOU ALSO UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR ANY OF THE MATERIAL CONTAINED THEREIN IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. YOU UNDERSTAND THAT EOC CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY MANIFEST

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XII. Limitation of Liability

IN NO EVENT SHALL EOC (OR ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS) BE LIABLE TO YOU, OR ANY OTHER THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, OR GOODWILL, WHICH MAY ARISE FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE SITE OR ANY OF THE MATERIAL CONTAINED THEREIN, EVEN IF EOC HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES. THIS IS FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EOC'S MAXIMUM TOTAL AGGREGATE LIABILITY HEREUNDER FOR DIRECT DAMAGES EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU FOR USE OF A SITE OR SITE FOR A PERIOD OF NO MORE THAN ONE (1) MONTH FROM THE ACCRUAL OF THE APPLICABLE CAUSE OR CAUSES OF ACTION. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

XIII. Indemnity

You agree to defend, indemnify, and hold harmless EOC, its officers, directors, shareholders, employees, independent contractors and agents, from and against any and all claims, actions, liabilities, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from your, or you under another person's authority including without limitation to use, misuse, or inability to use the Site or any of the Material contained therein, or your breach of any of these Terms and Conditions. EOC shall promptly

notify you by electronic mail of any such claim or suit, and cooperate fully (at your expense) in the defense of such claim or suit. EOC may participate in the defense of such claim or defense at its own expense, and choose its own legal counsel, but is not obligated to do so.

XIV. Links

Some web site which is linked to the Site are owned and operated by third parties. Because EOC has no control over such site and resources, you acknowledge and agree that EOC is not responsible for the availability of such external site or resources, and does not screen or endorse them, and is not responsible or liable for any content, advertising, services, products, or other material on or available from such site or resources. You further acknowledge and agree that EOC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such site or resource. If you decide to access any such third party site, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

XVII. Export Control

You understand and acknowledge that the software elements of the Material on the Site may be subject to regulation by agencies of the Canadian Government, including the Canadian Department of Commerce, which prohibits export or diversion of software to certain countries and third parties. Diversion of such material contrary to U.S. law is prohibited. You will not assist or participate in any such diversion or other violation of applicable Canadian laws and regulations. You warrant that you will not license or otherwise permit anyone not approved to receive controlled commodities under applicable Canadian laws and regulations and that you will abide by such laws and regulations. You agree that none of the Material is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

XVIII. Force Majeure

EOC shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to: acts of God,

such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or material; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, including Y2K errors or omissions, for so long as such event continues to delay EOC' performance.

XIX. General Provisions

A. Governing Law

These Terms and Conditions and all matters arising out of or otherwise relating to these Terms and Conditions shall be governed by the laws of the Province of Ontario, Canada, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms and Conditions. The parties hereby submit to the personal jurisdiction of the state and federal courts of the Province of Ontario. Exclusive venue for any litigation or arbitration permitted under this Agreement shall be with the state and federal courts located in Toronto, Ontario.

B. Rights to Injunctive Relief

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

C. Binding Arbitration

If there is a dispute between the parties arising out of or otherwise relating to these Terms and Conditions, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims under applicable worker's compensation law and unemployment insurance claims. If the parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party may submit the issue to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Toronto, Ontario and conducted by a single arbitrator, knowledgeable in Internet and e-Commerce. The party bringing the action shall be responsible for paying

all costs for arbitration, including the arbitrator's fees. Each party shall bear its own attorneys' fees (except if the matter is for the collection of a debt owed in which case the prevailing party shall be awarded its attorneys fees, all arbitration costs and the arbitrator fees (if applicable), in addition to all other applicable remedies). The arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the provisions of these Terms and Conditions; and shall be bound by governing and applicable law. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding. This Section shall not apply to any breach (or any allegation which if true would constitute a breach) of any matter relating to intellectual property. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.**

D. Assignment

The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither these Terms and Conditions nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by you.

E. Severability

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of these Terms and Conditions, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of these Terms and Conditions will continue in full force and effect.

F. Attorney's Fees

In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to attorney's fees, including attorney's fees incurred on appeal.

G. No Waiver

No waiver of EOC shall be deemed a waiver of any subsequent default of the same provision of these Terms and Conditions. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or

provision and such invalid term, clause or provision shall be deemed to be severed from these Terms and Conditions.

H. Headings

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of these Terms and Conditions.

I. Complete Agreement

These Terms and Conditions constitute the entire agreement between the parties with respect to your access and use of any of the Site and the Material contained therein, and your membership with any of the Site, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter (except, to the extent applicable, any Download Agreement or similar contract governing the parties' rights and responsibilities in connection with any specific Material downloadable from a Site). No amendment to or modification of these Terms and Conditions will be binding unless in writing and signed by a duly authorized representative of both parties.

J. Modifications

EOC reserves the right to change any of the provisions posted herein and you agree to review these Terms and Conditions each time you visit a Site. Your continued use of a Site following EOC' posting of any changes to these Terms and Conditions constitutes your acceptance to such changes. EOC does not and will not assume any obligation to provide you with notice of any change to these Terms and Conditions. Unless accepted by EOC in writing, these Terms and Conditions may not be amended by you.

K. Government Rights

The software elements of the Material have been developed at private expense and are "commercial computer software" or "restricted computer software" within the meaning of the FARs, the DFARs, and any other similar regulations relating to government acquisition of computer software. Nothing contained herein will be deemed to: (1) grant any government agency any license or other rights greater than are mandated by statute or regulation for commercial computer software developed entirely at private expense, or (2) restrict any government rights in any extensions or custom solutions provided hereunder and developed at government expense.

L. Other Jurisdictions

EOC makes no representation that the Site or any of the Material contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do so on their own initiative and are solely responsible for compliance with all applicable local laws.