

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.ursuladarby.com** (the "Site"). This Site is owned and operated by Ursula Darby. This Site is a service and mental health website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Ursula Darby and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Age Restrictions

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or

- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Psychic Readings;
- Psychic & Medium Readings;
- Group Readings;
- Animal Readings;
- Intuitive Lessons;
- Mentorship Program;
- Intuitive Development Classes;
- Workshops;
- Home Clearings; and
- An Evening with Spirit Events.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as

possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- PayPal; and
- Email Money Transfer.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Refunds

Refunds for Services

We provide refunds for services sold on our Site as follows:

- All payments are non-refundable. If you need to cancel your booking please call 647 334 7884 or email bookwithursula@gmail.com within 48 hours of your scheduled appointment. Please be aware that a refund will not be issued to you. Please be aware that when you when you book your session that you agree to these terms.

Consumer Protection Law

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Ursula Darby and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Ursula Darby and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Ontario.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Ursula Darby are unable to resolve any dispute through informal discussion, then you and Ursula Darby agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Ursula Darby. The costs of any mediation or arbitration will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and Ursula Darby agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Additional Terms

- Disclaimer: Individual and group readings do not replace medical, legal or counseling advice. It

is possible that Ursula Darby might receive medical or health issues during a session. Please be reminded that Ursula Darby does not have medical training. She recommends if information regarding your health is shown in a reading to seek medical advice from your health care provider or doctor. The information that Ursula Darby receives during a reading is to guide an individual and it does not replace common sense or good judgement. Under Canadian Law it must state that Ursula Darby's services are for entertainment purposes only and that clients must be 18 years of age or older unless parental permission is given..

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(647) 334-7884

bookwithursula@gmail.com

Speedvale Avenue East, Guelph, Ontario, N1E 3V4

You can also contact us through the feedback form available on our Site.

Effective Date: 20th day of August, 2023