#### TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.pranictraditions.com** (the "Site"). This Site is owned and operated by Pranic Traditions Inc.. This Site is an ecommerce 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 Pranic Traditions Inc. 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 16 years old. By using this Site, users agree that they are over 16 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.

#### **Accounts**

When you create an account on our Site, you agree to the following:

- 1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
- 2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

## **Sale of Goods And Services**

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

The following goods are available on our Site:

- Vedic Astrology Services;
- Ayurveda; and
- Meditation and Other Classes.

The following services are available on our Site:

- Ayurveda;
- Meditation;

- Yoga; and
- Vedic Astrology.

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

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and 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 goods and services we provide. You agree to purchase goods and 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.

# Subscriptions

Your subscription does not automatically renew. You will be notified before your next payment is due and must authorize that payment in order for your subscription to continue.

#### **Payments**

We accept the following payment methods on our Site:

- Credit Card; and
- PayPal.

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.

## **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Standard delivery by post. Delivery takes 5 - 7 business days...

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

#### Refunds

### Refunds for Goods

All goods sold on our Site are non-refundable.

#### Refunds for Services

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

Fees are noted as listed in Course & Session Offerings Booklet. Prices vary and are subject to change. Invoice will be provided upon completion of any private session. Invoice exclusion may apply for sessions such as charitable meditations and group classes where specified. All fees are subject to applicable taxes.

Due to the intensive pre-work involved in prepping an astrological profile or other personalized session, payment must be made in advance of session. Booking and payment can be made online at www.pranictraditions.com or via e-transfer to pranictraditions@gmail.com.

Please arrive on time for all sessions as time cannot be adjusted based on overall client scheduling. \$50 fee will be charged for all cancellations within 24 hours of booked session. In

extenuating, emergency or Covid-19 related circumstances, session can be re-booked for a future date. Refunds are not issued due to session preparation pre-work.

#### **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

Pranic Traditions Inc. 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 Pranic Traditions Inc. 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 Pranic Traditions Inc. are unable to resolve any dispute through informal discussion, then you and Pranic Traditions Inc. 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 Pranic Traditions Inc..

Notwithstanding any other provision in these Terms and Conditions, you and Pranic Traditions Inc. 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.

## **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:

(416) 520-7279 pranictraditions@gmail.com 2001 Shay Drive Pickering, ON, L1X1X8

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

Effective Date: 14th day of June, 2022