

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.geminisoulwellness.com** (the "Site"). This Site is owned and operated by Gemini Soul Wellness. 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.

Intellectual Property

All content published and made available on our Site is the property of Gemini Soul Wellness 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.

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:

- Violate the intellectual property rights of the Site owners or any third party to the Site; or
- Act in any way that could be considered fraudulent.

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 services are available on our Site:

- 90 Mins to You 1:1 Session;
- Soul Sister Village Program;
- Distance Reiki Treatment; and
- Intuitive Oracle Card Reading.

The services will be paid for in full when the services are ordered or according to a payment plan previously agreed upon by both parties.

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.

Payments

We accept the following payment methods on our Site:

- Credit Card; and
- Etransfer- Canadian customers only.

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

You will not be charged for the delivery of the goods you purchase on our Site.

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:

- Refunds are not available on services.

Consumer Protection Law

Where the *Business Practices and 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

Gemini Soul Wellness 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 Gemini Soul Wellness 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 Saskatchewan.

Additional Terms

- Gemini Soul Wellness has used care in preparing the information being provided to you during the duration of any and all services and programs. Materials are being provided in a self-help tools and practices manner for your own use and educational purposes only. There are many factors that will influence your results, so there are no guarantees that can be made as to the results you will experience through these services and programs. Some content in the services and programs may touch on sensitive areas in your life; you agree that Gemini Soul Wellness is not responsible for your physical, mental, emotional, and spiritual health, for your financial standings, relationships, or for any other result or outcome that you may experience from the services and programs. Nothing related to the services and programs are intended to be considered medical, mental health, legal, financial, or religious advice in any way. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, or legal situation, consult your own professional advisors. For questions related to religion or faith, consult your own clergy member or leader. Do not start or stop taking any medications because of anything you have read or received through the services or programs. Any recommendation of any supplements or any other products or practices, etc is offered for educational purposes, and you need to check with your own medical professional before using any of these products on, in, or near your body in any way. Some of the information that may be shared in the services and programs is not scientifically proven and is a belief based system open to each individual's interpretations. Any and all results possible by participating and using the taught information are not guaranteed.

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:

shaunaw@geminisoulwellness.com

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

Effective Date: 4th day of February, 2022