

## **TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS & SERVICES THREE FLOWERS AYURVEDA**

**IMPORTANT:** THREE FLOWERS AYURVEDA SHALL PROVIDE TO YOU THE PRODUCTS AND SERVICES ONLY IF YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN (“TERMS”). YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND UNDERSTAND THAT THEY WILL BE LEGALLY BINDING ON YOU.

**1. Applicability of Terms and Conditions.** These Terms shall apply to your purchase of products and services, including but not limited to educational from the Company as well as through our site [www.threeflowersayurveda.com](http://www.threeflowersayurveda.com) (the "Site"). These Terms are subject to change at any time without prior written notice by Three Flowers Ayurveda (referred to herein as either "Company," "we," "us," or "our"). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction with the Company. Your continued use of the Site and purchase of any product or service after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.

**2. Online Orders.** When placing an order or contacting us through our Site, you are effectively offering to purchase whatever products and services you select or request. We reserve the right to accept or reject any order in our own discretion. We will only accept or reject an order in its entirety. Should we elect to accept your offer, you will receive a confirming e-mail at the e-mail address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming e-mail) at any time in our sole discretion. Additionally, you have the option of cancelling your order (in its entirety only) at any time prior to our having sent to you the confirming e-mail referenced herein, subject to the provisions in Section 3 below.

**3. Cancellation & Missed Sessions.** When you book a service with the Company, that booked time period is reserved just for you. A late cancellation or missed session leaves a hole in our schedule that could have been filled by another person. We ask that you contact the Company to change an appointment with at least 24 hours’ notice, if you are unable to keep your scheduled time. You agree:

(a) If you provide less than 24 hours’ notice from the scheduled session, or miss your appointment, you will be charged the entire amount of your session.

(b) If you are later than 15 minutes your scheduled session, the session will be canceled and you will be charged the entire amount of your session.

(c) No make-up sessions will be offered for missed sessions unless you have provided the Company with at least 24 hours’ notice.

(c) If you cancel or miss more than 3 consecutive sessions or fail to respond to our attempt to contact you, the Company reserves the right to discontinue your services.

The Company reserves the right to cancel or reschedule any services. The Company shall use its best efforts to provide you with at least 24 hours' notice of any changes to your scheduled services.

**4. Payment Terms.** All applicable prices are set forth alongside the goods and services offered on the Site or as set forth by any verbal or written offer made to you by the Company. Such prices are subject to change at any time by us in our sole discretion. You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, or use of a *bona fide* electronic payment provider (*i.e.*, PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation

**6. Web-Based Software.** The Company uses a web-based online solution, which helps you and the Company organize the services being provided to you. The software features include remote access, booking management, lesson reminders, notifications and billing. Personal details and your information will be secured on their servers in accordance with Canadian data security and privacy regulations, however, the Company cannot guarantee the security and confidentiality of the software.

**7. Virtual Services.** The Company uses Zoom as the method of providing services to you. If there is an issue with the video service, then the session will move to a telephone session or will be rescheduled. The Company's representative will contact you on the phone that you have provided should this occur. You do not have the Company's permission to record the services / sessions or any related communications.

We do not offer any refunds on our services or on pre-paid packages.

**10. Privacy Policy and Website Terms of Use.** Please review our Privacy Policy and Website Terms of Use, which can be found on our website: [www.threeflowersayurveda.com](http://www.threeflowersayurveda.com). The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site. The Website Terms of Use governs your use of our Site in general.

**11. Representations & Warranties ("R&Ws"); Disclaimers; Limitations on Liability.**

(a) Buyer's R&Ws. You represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii) that you are buying the goods or services from the Site for solely your own use, and not for resale and/or export.

(b) Warranty and Company's Disclaimers. We and any independent contractors engaged by the Company or associates engaging the Company for sales and marketing purposes are providing the goods and services to you "as is" without express or implied warranties of any kind (including without limitation any: (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of

performance, usage or trade, or otherwise). You further agree that the Company offers no warranty on the outcome of any services provided to you, by the Company, as outcomes are difficult to predict or guarantee, since it is dependent on a number of factors, including, but not limited to, your readiness and willingness to work towards set goals, your attentiveness during sessions as well as your attendance at sessions.

(c) **Liability Cap.** UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE YOU PAID TO THE COMPANY FOR ANY GOODS OR SERVICES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND.

**12. Third Party Beneficiaries.** These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

**13. Force Majeure.** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, pandemics, and/or delivery, vendor, supplier, or other third-party delays, non-performance, or failures of any kind.

**14. Assignment.** Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.

**15. Partial Invalidity.** In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**16. Governing Law.** These Terms shall be governed by the laws of the provincial laws of Ontario and the federal laws of Canada without regard to its conflict of laws principles.

**17. No Waivers.** Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.

**18. Notices.** We may provide notices hereunder to you by: (i) e-mail; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current e-mail and mailing addresses. You can contact us at any time by any of the following email: [threeflowersayurveda@gmail.com](mailto:threeflowersayurveda@gmail.com)

**19. Entire Agreement.** These Terms, along with the confirmation e-mail referenced in Section 2 above, any instructions that we provide you with relating to any product or service you obtain from us through the Site, and our Site's "Terms of Use" and "Privacy Policy" shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.