# **Privacy Policy**

#### PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

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If Arts Unleashed services or products are mistakenly listed at an incorrect price, Arts Unleashed reserves the right to refuse or cancel any orders placed for said services or product listed at the incorrect price. Arts Unleashed reserves the right to refuse or cancel any such orders whether the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Arts Unleashed shall issue a credit to your credit card account in the amount of the incorrect price.

## **TERM AND TERMINATION**

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Arts Unleashed without notice at any time, for any reason. The provisions relating to Copyrights, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

#### NOTICE

Arts Unleashed may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Arts Unleashed.

## MISCELLANEOUS

Your use of this site shall be governed in all respects by the laws of Canada, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Arts Unleashed services or products) shall be held in a Federal Court of Canada. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of services or products from Arts Unleashed) must be commenced within one (1) year after the claim or cause of action arises. Failure by Arts Unleashed to insist upon or enforce strict performance of any provision of these terms and conditions shall not be tween the parties nor trade practice shall act to modify any of these terms and conditions. Arts Unleashed may assign its rights and duties under this Agreement to any party at any time without notice to you.

## SITE CONTENT

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## **USE OF SITE**

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including Arts Unleashed or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. Arts Unleashed may at any time revise these Terms and Conditions by updating this posting without notice to you. Each time you visit this Site, you are bound by these Terms and Conditions as they exist on the date of your visit. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms and Conditions to which you are bound.

#### INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Arts Unleashed, its officers, directors, employees, agents, licensors, and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

### THIRD-PARTY LINKS

To provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

## **PURCHASE POLICY**

At Arts Unleashed, we always validate our gift cards for the original purchase price. Our gift cards never expire, but prices are subject to change. Gift cards are always accepted at face value. Gift cards are non-refundable and have no cash value. Gift cards may be used towards any treatment, service, gratuity or product at Arts Unleashed. Lost or stolen gift cards will not be replaced, they should be treated as cash.

#### **FUNDS**

All funds taken in CND (Canadian Dollar). Payment Methods: VISA, MasterCard, or E-transfer.

#### **REFUND POLICY**

All gift card purchases, and shipping charges are non-refundable. We do not allow the third-party sale of our gift cards. Any gift card being sold by any person or business that is not Arts Unleashed will be void. Services that are cancelled by Arts Unleashed are refundable, while cancellation by a registrant will be evaluated on a case by case basis and a credit may be offered in extenuating circumstances such as accident or illness.

# **CHANGES TO POLICY**

Changes made to this policy will be posted on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on November 15<sup>th</sup>, 2021.

#### **QUESTIONS AND FEEDBACK**

We welcome your questions, comments, and concerns about privacy. Please send us all feedback pertaining to privacy, or any other issue.

#### **ONLINE POLICY ONLY**

This online privacy policy applies only to information collected through our website and not to information collected offline.

## **TERMS AND CONDITIONS**

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website. Your consent by using our site, you consent to our privacy policy.

# CONTACT US

If you should have any questions or concerns regarding our Privacy Policy, Terms and Conditions, Return Policy, or any other site content, please don't hesitate to contact us at <u>annika@artsunleashed.ca</u>