

# The Virtual Healing Room

## Terms and Conditions

1. Effective August 1, 2021. Last updated October 3, 2021.
2. Application: Thank you for visiting our website which is owned and operated by The Virtual Healing Room (collectively, "we," "us," and "our"). Please read these Terms and Conditions carefully before using the services of this website and of The Virtual Healing Room (TVHR). These Terms and Conditions (Terms) set forth the legally binding terms for your use of this website and the related services, features, content, and any purchases, requests for services, or requests for registrations you make on the website. These Terms apply to all users of the website, including, without limitation, users who are contributors of content, information and other materials or services on the website.
3. Agreement: Your access and use of the website will be subject to the version of the Terms posted on the site at the time of your use. By accessing or using any part of our services, you acknowledge and agree that you have read and understood these Terms, and you agree to be bound by this agreement in full. If you do not agree with these Terms, please do not access our services. Please review these Terms each time you access our services, as they are subject to change without notice. If you object to any amendments, please stop accessing our services, as your continued use will be taken as your consent to such amendments. In addition to these Terms, you agree to be bound by any policies, codes of conduct, or directions outlined in the "welcome email" you receive upon requesting a service or registering for an event, any other communications sent to you by us, and our [Privacy Policy](#). You acknowledge your responsibility to periodically check your spam folder in the event that your "welcome email," or other emails, were caught in your email service provider's spam filters.
4. Authorization/Restrictions:
  - You must be at least 18 years of age in Canada, or the legal age of majority in your jurisdiction of residence, and have the legal authority to enter into these Terms. Any information that you provide shall be accurate, current, and complete, and no falsification of identity or impersonation of another person shall be made. When you access our services, you shall adhere to all applicable laws ("applicable law" means all domestic or foreign federal, provincial, state, municipal, or local laws, common law, rules, statutes, regulations, by-laws, ordinances, policies, directives, or orders of any government, court, administrative or regulatory agency, commission, body, board, or other government authority).
  - You may not access our website or services if you are located in a jurisdiction where it is prohibited by law to do so. By accessing our website and services, you are agreeing that you have the right to do so under all applicable laws.
  - You shall not, and shall not permit others to, copy, collect, store, modify, reproduce, republish, upload, post, transmit, rent, lease, lend, loan, translate, sell, distribute, redistribute, sublicense, exploit, or create derivative works of our website code or content, or of our services or any portion thereof in any manner or medium, including mirroring or framing any portion of our website or services, or make our website or services available, including over a network where it could be used by multiple devices at the same time.
  - You shall not, and shall not permit others to, modify, adapt, gain unauthorized access to, or otherwise "hack" our website or services, or modify any website so as to falsely imply that it is associated with TVHR or our services; upload or

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otherwise transmit files that contain viruses or corrupted data; engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our website or services, or which, as determined by TVHR in its sole and absolute discretion, may harm us or users of our services or expose them or us to liability; use any robot, spider, or other automatic device, process or means to access our services; upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or other form of solicitation; take any action that imposes an unreasonable load on our infrastructure (reasonability to be determined by TVHR); remove any copyright, trademark, or other proprietary notices from any portion of our website or services; cause nuisance, inconvenience, or damage while accessing our website and/or services; or access the website and/or services to violate the legal rights (including the rights of publicity, privacy, copyright, patent, trademark, trade secret or other intellectual property rights) of TVHR, any third party or any other user or to violate the laws of any jurisdiction.

- If you breach, or are suspected to have breached, any of these Terms, your right to access our services may be revoked, at our sole and absolute discretion, without notice to you. We will be entitled to, among other things, seek injunctive relief to prohibit such violations.
5. Privacy: We have developed a [Privacy Policy](#) to inform you of our practices with respect to the collection, use, disclosure, and protection of your information. By using this website and our services, you agree to the terms of our Privacy Policy. **Please find our Privacy Policy [here](#).**
6. Confidentiality:
- You affirm, acknowledge, and attest that the mailing address, telephone number, cellular telephone number, and email address you provided to us are accurate and were provided by you voluntarily. Subject to applicable law, you agree that TVHR, including its agents and affiliates, may contact you at any mailing address, telephone number, cellular telephone number, or email address you provide to TVHR. You understand that you may receive information, promotions, appointment reminders, and alerts from TVHR via SMS (short message service) text messages, email, social media messaging systems, or postal mail. TVHR is in no way responsible for any fees charges you incur from your cellular provider, internet services provider, or any other company, bank, or government institution. If, at any time, you wish to stop receiving messages from TVHR, written notification must be provided.
  - When accessing our services, neither party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to these Terms and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it to which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.
  - If you provide feedback or suggestions regarding or relating to our services, we are free to fully exploit such content without obligation or compensation to you and any feedback or suggestions will not be held in confidence.

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## 7. Fees and Payments:

- TVHR reserves the right to reject a service request or registration request at any time for any reason.
- By submitting a service request or registration request, you are offering to purchase the service, representing that you are of legal age to form a binding contract, and representing that all information you provide in connection with your request is true and accurate and you are authorized user of the payment method provided. We reserve the right to accept, modify, or decline your order, or any portion thereof, even after your receipt has been issued. Should a service request or registration request be declined after payment is remitted and prior to the service being delivered, we will ensure that any payments received are returned to the payee.
- TVHR uses [Helcim](#) as a payment processor, and you are strongly encouraged to visit [Helcim's website](#) for more information regarding accepted payment methods, and to review Helcim's [Terms of Service](#) and [Privacy Policy](#).
- You are responsible to pay for the service or registration requested at least one week prior to your first individual service appointment or the first scheduled meeting of a Spiritual Development Book Club event. You will be invoiced following your submission of your service request or registration request, and you agree to pay your invoice by the specified due date. Your appointment/registration will not be confirmed until payment has been received, so remitting your payment prior to the due date is recommended.
- A digital receipt will be sent to you via email following the processing of your payment.
- If you do not pay for your service or registration request by the due date, we reserve the right to cancel your unconfirmed appointment/registration request.
- TVHR is not responsible for any fees charged to you by your financial institution for invalid methods of payment, including but not limited to, overdraft fees, insufficient funds fees, interest charges, foreign exchange fees, and cross border fees (collectively, "invalid payment fees"). If TVHR is charged any invalid payment fees due to your payment method not processing, we may, in our sole and absolute discretion and in accordance with relevant laws, charge you a fee.

## 8. Cancellation and Refunds:

- All services are non-refundable, and the re-scheduling of cancelled services is at the complete and total discretion of TVHR. Except as expressly stated in these Terms, all charges and payments are non-refundable, non-cancellable, and non-creditable.
- You shall not attempt to circumvent any refund prohibitions for any transactions you entered with TVHR (i.e. disputing or otherwise seeking a "chargeback" from the company whose credit card you used to enter a transaction on the service or registration). Should you do so, your access to services may be cancelled, and TVHR may, in its sole discretion, refuse to honour pending and future transactions made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist, and any person who accesses any associated online account or credit card or who otherwise breaches this provision, from accessing additional services.
- The deadline to request a credit towards another service is at least 48 hours prior to the scheduled individual service appointment time, or 72 hours prior to

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the start time of the first meeting of any particular "Spiritual Development Book Club." Cancellation requests made after these deadlines (48 hours prior to an individual service appointment or 72 hours prior to the commencement of the first book club meeting for a particular title), late arrivals, or "no shows" waive any claim to a monetary credit for other services.

- In the case of last-minute cancellations, late arrivals, or "no shows," rescheduling of the missed appointment, for an additional fee, will be at the complete and total discretion of TVHR.

## 9. Intellectual Property Rights:

- As between you and TVHR, you acknowledge that TVHR retains all rights, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in the services, the software and applications programming interfaces (APIs) comprising the services, and all content therein. TVHR's name, its logo, all content provided via email, SMS text message, or other messaging services, all documents (including, but not limited to slide decks, information sheets, diagrams, charts, and consent forms), and any and all other communications and transmissions, as well as certain other TVHR trademarks, service marks, graphics, and logos, are the registered trademarks or trademarks of TVHR. The services may also contain third-party trademarks, service marks, graphics, and logos. The services are owned and/or licensed by TVHR and are protected by the laws of Canada and other countries in which the services are made available. You agree to prevent any unauthorized copying, use, or distribution of the services. Except as expressly provided herein, TVHR does not grant any express or implied right to you under any TVHR-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights.
- All data, features, information, text, graphics images, music, sounds, photographs, illustrations, logos, messages, audio, information, video and other information or content that is available on the website, including without limitation website design, text, graphics, interfaces, and the selection and arrangements thereof, are owned by TVHR, with all rights reserved, or in some cases may be licensed to TVHR by third parties. TVHR's content is protected by the intellectual property rights of TVHR or its owners, and all rights to content which qualifies for protection under copyright law under the laws of Canada, whether registered or unregistered, is retained by TVHR and its owners. All trademarks displayed on the website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have affiliation with TVHR.
- The website and all of its materials, including but not limited to, its software or code, scripts, text, artwork, photographs, images, video, and audio (collectively "materials") are protected by copyright laws and under Canadian and international laws and treaties and are the property of TVHR or its licensors. All materials are provided through the website as a service to current and prospective visitors and may be used only for personal and informational purposes. No right, title, or interest in TVHR materials is conveyed to you. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license, or otherwise exploit the website or any of its materials without our prior written permission. You may not access or use the website for any competitive or commercial purpose, nor may you permit any copying of our materials. Any unauthorized copying,

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alteration, distribution, transmission, performance, display, or other use of these materials is prohibited. Any and all rights not expressly granted are reserved by TVHR, as applicable.

- You agree that you shall not use our content in any way that would violate these Terms. The use of our content, except as permitted in these Terms, is strictly prohibited and infringes on the intellectual property rights of TVHR and others and may subject you to civil and criminal penalties, including possible monetary damages for copyright and other infringement.

10. Non-Disparagement: You agree that you will not engage in any conduct or communications with a third party, public or private, designed to disparage TVHR, its services, or any owners, partners, subsidiaries, or other persons or business entities connected to TVHR, including, but not limited to, any remark, comment, message, information, declaration, campaign, communication, or other statement of any kind, whether verbal, in writing, electronically transferred, or otherwise, that might reasonably be construed to be derogatory, defamatory, libelous, or slander.

11. Applicable Law and Jurisdiction:

- These Terms will be interpreted in accordance with Canadian law. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence.
- **Expedited Arbitration Clause:** If any dispute arises between the you and TVHR relating to the application, interpretation, implementation or validity of these Terms, you agree to resolve the dispute by "In Writing Only" Expedited Arbitration at [ADR Chambers](#) using the [ADR Chambers Expedited Arbitration Rules](#). You agree that the ADR Chambers Expedited Arbitration Rules give you a fair opportunity to present your case and/or respond to our case. The "In Writing Only" arbitration shall proceed in accordance with the provisions of the Arbitration Act (Manitoba, Canada). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- CLASS ACTION WAIVER. You agree that any arbitration or other legal proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. Indemnification:

- You agree that your use of TVHR's services does not constitute a form of medical treatment and will not necessarily result in a medical or health benefit to you. You represent that you are in good health and suffer no physical or mental impairments which renders the use of TVHR's services unduly dangerous. Prior to commencing any program offered as part of our services, you should consult your physician or accredited mental health practitioner. TVHR will make no evaluation or recommendation whether you are sufficiently fit for any activities associated with our services. You agree that you are voluntarily participating in these activities and assume all risk of injury that might result, no matter what causes any injury, including negligence by TVHR, its employees, or agents. You hereby agree to waive and release any claims or

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rights you might otherwise have to sue TVHR, its employees or agents, for injury you suffered in the course of any of these activities. You acknowledge that you have carefully read this waiver and release, and fully understand it is a release of liability.

- You agree to indemnify and hold harmless TVHR and its parent, subsidiaries, and affiliates, and their owners, directors, officers, managers, employees, shareholders, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms, or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## 13. Limitation of Liability (a.k.a. Waiver and Release):

- **Disclaimer of Warranties and Damages:** Your use of this website is at your own risk. This website (including all content and functions made available on or accessed through this website) is provided "as is." To the fullest extent permissible by law, with regard to the content on this website, TVHR makes no representations or warranties of any kind whatsoever for the accuracy, merchantability, fitness for a particular purpose, or non-infringement of any content published on or available through the website; or that the server that makes this website available is free of viruses or other components that may infect, harm, or cause damage to your computer equipment or any other property when you access, browse, download from, or otherwise use this website. Under no circumstances, including but not limited to TVHR's negligence, shall TVHR be liable for any consequential, direct, incidental, indirect, punitive, or special damages related to the use of, the inability to use, or errors or omissions in the contents and functions of this website, even if TVHR or an authorized representative thereof has been advised of the possibility of such damages.
- **No Unlawful or Prohibited Use:** As a condition of your use of TVHR's website and services, you warrant to TVHR that you will not use our website or services for any purpose that is unlawful or prohibited by these Terms. You may not use our website or services in any manner which could damage, disable, overburden, or impair TVHR's website or interfere with any other party's use and enjoyment of our website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through TVHR's website.
- **Modifying/Terminating Services:** TVHR reserves the right to modify, update, or discontinue our services, or any features or portions thereof, without prior notice. You agree that we can suspend or terminate your right to access our services at any time for any reason without notice, obligation, or liability to you.