

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions" govern the use of **www.crookedtreejourneys.com** (the "Site"). This Site is owned and operated by Lea Dibrell. This Site is for Equine Gestalt Coaching.

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 Lea Dibrell 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 14 years old. By using this Site, users agree that they are over 14 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:

- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive; or
- Photos on this site may not be copied or used by anyone other than owners of the photos.

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.

Sale of Services

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

The following services are available on our Site:

- Equine Gestalt Coaching Sessions, Workshops, Retreats.

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

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our 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 services we provide. You agree to purchase 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:

- PayPal/ Stripe.

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.

Refunds

Refunds for Services

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

- We do understand that life happens and cancellations are sometimes unavoidable. While we do our best to accommodate emergencies, we do require a 48 hour cancellation for all coaching appointments. Cancellations 72 hours or greater will be rescheduled at our earliest availability. Cancellations within 48 hours prior to your scheduled session are subject to forfeiture of the entire session fee and do not guarantee a rescheduled session. No shows will result in forfeiture of the entire session fee.

For retreats and workshops there is a 30-day cancellation is required. Cancellations outside of 30-days we will reschedule or refund your fee, less \$100 administrative fee. Cancellations within 30-days, we will make every attempt to reschedule your group and fill your spot. If we cannot replace your spot no refund will be issued.

If a session, workshop or event is cancelled by Crooked Tree Journeys we will apply your payment to a future date or fully refund fee.

Consumer Protection Law

Where any 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

Lea Dibrell 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 Lea Dibrell 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 State of Texas.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Lea Dibrell are unable to resolve any dispute through informal discussion, then you and Lea Dibrell 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 Lea Dibrell.

Notwithstanding any other provision in these Terms and Conditions, you and Lea Dibrell 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:

crookedtreejourneys@gmail.com

PO Box 664, Wimberley, TX 78676

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

Effective Date: 15 day of March , 2024